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SUPERFUND RECORDS

Houston, Texas,  
November 20, 1942

Mr. D. M. Cashin,  
National Standard Building,  
Houston, Texas.

Dear Mr. Cashin:

This will evidence our understanding and agreement with reference to the mining project in Jasper County, Missouri, and covers all of the properties upon which leases have been and are being procured by you in the name of George H. Brown as Lessee, ( and shall include any and all other leases that may be procured in any manner in connection with this project), in the area known as the Webb City project, extending generally from Orongo through Webb City, Cartersville and Duenweg in said County, embracing lands within a local area comprising Section No. 36, Township 29 North Range 33 West; Sections Nos. 1 and 12, Township 28 North, Range 33 West; Section No. 31, Township 29 North, Range 32 West, Sections Nos. 6, 7, 8, 16, 17, 18, 19, 20, 21, 28, 29, 32, 33 and 34, Township 28 North, Range 32 West; and Sections Nos. 3 and 4, Township 27 North, Range 32 West, all as aforesaid in Jasper County, Missouri; all of which properties are leased and being leased for the purpose of mining and producing therefrom lead and zinc ores and all other valuable minerals and metals, excepting coal, oil and gas.

You, Cashin, are to continue, as heretofore, to devote the necessary time to completing the leasing of the properties desired in said area; you will supervise the preparation of engineering reports on the project; get up the necessary flow sheets of the mill; obtain estimates on the costs and availability of mining and mill equipment, and the availability of power; do the preliminary work with reference to drainage work on the properties, estimating the amount of water, designating the strategic location for equipment, estimating the extent of the water area to be drained, and costs.

You are to make the necessary trip or trips to Washington, D.C., with the engineers and attorney and appear before the War Production Board or other governmental agencies, to assist in obtaining a government loan, necessary to dewater the area, to sample formation by churn drill, to erect a central mill and purchase mining and transportation equipment

Thereafter, if the project is carried out, you will supervise the dewatering of the area, the sampling of formations and the erection of the central mill as erected, including the purchase of all equipment; and thereafter you will supervise the mining and milling operations, devoting such time thereto as may be reasonably necessary, but you will not be required to devote yourself exclusively to this project.

DI C00010092

Mr. D. M. Cashin,  
#2

I, George R. Brown, will pay or cause to be paid all costs incident to the preliminary work including your expenses, the expenses of Mrs. Cashin while employed to assist you as secretary and stenographer, the expenses and costs of engineers and legal services necessary in connection with leasing, or incidental to the project.

At such time as a Government loan, satisfactory to me, has been arranged and the proceeds from same become subject to use on this project, you, Cashin, will be paid a salary for your services rendered in an amount to be mutually agreed upon by you and the undersigned. In the event such a Government loan, satisfactory to me, is not secured and consummated within a reasonable time, or in the event the construction and completion of this project be prohibited or prevented by any Governmental authority, law, regulation or order, or by any other matter beyond my control, then, I may, at my option, abandon and terminate this project and liquidate or dispose of any holdings and assets then acquired in any manner I deem advisable.

The net profits resulting from this project shall be first applied to reimburse me for all moneys advanced for costs, expenses, fees, etc. and for all moneys invested in this project, and after all such sums have been repaid to me out of said net profits, then you shall be paid as additional compensation for services rendered and to be rendered in connection with this project, an amount equal to twenty-five per cent (25%) of the net profits thereafter realized by this project as a carried interest, without obligation or liability on your part; this additional compensation shall be paid to you at any time and every time that said net profits are divided and at the termination of said project, either by sale, liquidation or otherwise, and this whether or not, you, Cashin, may then be employed in or rendering services in said project; provided, however, it is understood that I may at any time call on you for any consultant work necessary during the life of this project.

In the event the properties embraced in said project may be transferred by me, Brown, to a corporation, a trust, or otherwise, proper provisions shall be incorporated in any such assignment, or subsequent assignments, so that the interests of you, Cashin, as above set out, shall be fully protected to the end that you may receive your salary as long as employed in said project, and your additional compensation as above referred to.

You will endorse below your acceptance of the foregoing as your understanding and agreement hereto.

GRB/F

Yours very truly,

ACCEPTED:

D. M. Cashin

George R. Brown

El C00010033

METALS RESERVE COMPANY  
WASHINGTON, D C

December 24, 1943



Mr. Archibald Little  
Line Division  
War Production Board  
Room 3-218, Corps "B" Bldg.  
Washington 25, D. C.

Re: Brown & Root, Inc.  
Contract AA-219

Dear Mr. Little:

Relating to the November 1943 progress on the chosen drill investigation within the Vebb City Area, Missouri, by Brown and Root, Inc., we enclose herewith for your review the following:

1. Copy of combined letter of transmittal, progress report and general statement of expenditures for November 1943, signed by Mr. D'Arcy M. Cushman under date of December 14, 1943.
2. Copy of statement of Brown and Root, Inc. account with Vebb City Bank, Vebb City, Missouri, as of November 30, 1943.
3. 26 copies of detailed drill records showing results of drilling for holes completed in November.
4. One 200 scale blueprint map designated as "Plate Two, Area II, III, Part of IV", showing position of holes completed during November and holes being drilled as of November 30.
5. One 200 scale map designated as "Plate Three, Area IV Part of IV", showing information similar to that appearing on the aforesaid map.

Will you please acknowledge receipt of these data by signing and returning, in the enclosed self-addressed envelope, the extra copy of this letter.

cc: Mr. A. Hewitt Smith  
Mr. Cameron  
Mr. Morris Levinson  
Mr. John B. Norton  
Brown & Root, Inc.

Very truly yours,

S. E. Peterson

Enclosure

BR00C010001



**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS

**December 24, 1943.**

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. H. SLANTON JR.  
FRANK J. KNAPP  
CHARLES E. DRAPE



**In re: Webb City Project Area  
Tract No. 35-A**

**Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.**

**Attention: Mr. R. G. Wilson**

**Gentlemen:**

We have received and examined title opinion dated December 18, 1943, prepared by Messrs. Spencer and McPherson of Joplin, Missouri, covering a tract of land designated as Tract No. 35-A on the master map of the Central Drainage District of Webb City, Missouri, and which property is more fully described as follows:

Part of the Southeast Quarter (SE-1/4) of the Northeast Quarter (NE-1/4) of Section 18, Township 28, Range 32 described as follows: Beginning at the southeast corner of the Northeast Quarter (NE-1/4) of Section 18, north 1296.6 feet to the south line of Aylor Street produced; thence west on south line of Aylor Street produced 253.8 feet to the east line of the Center Creek Mining Company's Addition; thence south on said east line 976 feet to the south line of Wood Street; thence west on said south line 376.1 feet to the east line of Elliott Street produced south; thence south on east line of Elliott Street produced, 898 feet to the center line of Section 18; thence east 628 feet to the point of beginning, except Railroad Right of Way, containing 7.65 acres. Being part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 28, of Range 32, and now known as Miscellaneous Lot No. 8, of said Section, in Webb City, Missouri.

Also part of the Northeast Quarter (NE-1/4) of the Southeast Quarter (SE-1/4) of Section 18,

Township 28, Range 32 described as follows:  
Beginning at the northeast corner of the southeast quarter of Section 18, thence south along the east line of said section 1319.5 feet to the southeast corner of said forty acres; thence west on south line of said forty acres 1159.5 feet to the east line of Walker Street; thence north along the east line of Walker Street 188 ft. to the south line of Church Street; thence east 388 feet; thence north 306 feet; thence east 116 ft. thence north 824 feet to the center line of Section 18, east on said center line 678 ft. to point of beginning. (Except miscellaneous Lot 11, which is described as follows: Commencing at a point on south line of Daugherty Street 50 feet westerly from and at right angles to the center line of the main track of the St. Louis and San Francisco Railroad as located and constructed, for a beginning corner; thence westerly with the south line of Daugherty Street 53 feet to a point; thence south 150 feet to a point; thence north 77-50' seventy-seven degrees fifty minutes, E. 51 feet more or less to a point on the westerly line of the Right of Way line of the St. Louis and San Francisco spur track known as the "Iron Works Spur" said point being 12.5 feet from and at right angles to the center line of said spur track as located and constructed; thence northerly along the West line of said spur track to the intersection of that line with the west line of the Right of Way of said main track of the St. Louis and San Francisco Railroad; thence in a northerly direction along west line of Right of Way of main track of the St. Louis and San Francisco Railroad to point of beginning. Containing 0.20 acres and except Railroad Rights of Way and Public Roads).  
Being now known as Miscellaneous Lot No. 10 of the Northeast Quarter (NE-1/4) of the Southeast Quarter (SE-1/4) of Section 18, Township 28, Range 32, in Webb City, Missouri.

**Page 3 - Metals Reserve Company**

Also except a tract described as follows. Beginning at a point at the northeast corner of Lot (9) Block nine (9) of the Center Creek Mining Company's Addition to Webb City, according to the plat thereof on file in the office of the Recorder of Deeds of Jasper County, Missouri; thence east forty (40) feet; thence south 48.4 feet; thence east 60 feet; thence south 124.6 feet to intersection of the north line of the right-of-way of the Frisco Railroad's Standard Oil spur, thence northwesterly along the north line of said right-of-way 103 feet, thence north 148.4 feet to point of beginning.

Also except a tract described as follows: Beginning at a point 158 feet east of the Southwest corner of the Northeast Quarter (NE-1/4) of the Southeast Quarter (SE-1/4) of Section 18, Township 28, of Range 32, thence north parallel with the west line of said 40 acre tract 200 feet; more or less to the southwest corner of the foundry tract, thence east along the south line of such foundry tract 366 feet more or less to the southeast corner thereof; thence north along the east line of such Foundry tract 266 feet; thence east 100 feet; thence south 466 feet more or less parallel with the west line of said 40 acre tract to the south line thereof; thence west along said south line 466 feet more or less to place of beginning.

In paragraph numbered 7 of the opinion of Messrs. Spencer and McPherson, attention is called to irregularities in the tax sale whereby the present owners of the above-described land acquired their interest therein. In connection with this objection, Messrs. Spencer and McPherson have furnished us with limitation affidavits from Glenna M. Aylor and Harry Essley, President of the Webb City Bank, and we, therefore recommend that this objection be waived.

In paragraph numbered 10 of the title opinion of Messrs. Spencer and McPherson, attention is called to a mining lease to J. C. Downey and C. L. Wiley dated May 14, 194E. Messrs. Spencer and McPherson have obtained affidavits from Glenna M. Aylor, the land owner, and Harry Essley, President of the Webb City Bank, as to the abandonment of such mining

lease by these lessees resulting in the forfeiture of this lease under its terms and we, therefore, recommend that this objection be waived.

We further recommend that all of the other objections contained in such title opinion by Messrs. Spencer and McPherson be waived.

It is our opinion that a lease taken on the 1st day of August, 1943, made by Glens M. Aylor to George F. Brown is a valid and subsisting lease thereon, subject to the objections set out in such opinion of December 16, 1943, by Messrs. Spencer and McPherson, which objections we recommend be waived, and it is further our opinion that such lease is assignable and that the said George R. Brown is not in default under the terms of such lease.

Yours very truly,

*Butler & Bunion*

FJK:w

cc - Messrs. Spencer and McPherson  
- Mr. George R. Brown  
- Mr. D'Arcy M. Cashin

EF 000010005

WASHINGTON, D C

DECLASSIFIED  
DATE 10/1/88 BY 1043  
105-8118-2051/555051

Re: Brown & Root, Inc.  
Contract #AA-217

We acknowledge the receipt of three copies of your letter dated December 14, 1943, reporting on the progress of the Webb City district project for November. We also acknowledge as accompanying this report three copies of (1) the Brown and Root, Inc. statement of account with the Webb City Bank as of November 30, 1943, (2) 24 detailed drill records and, (3) two maps designated as "Plate Three; Area IV - Part of V" and "Plate Two; Area II; XII; Part of I", showing the holes completed during November and the holes being drilled as of November 30.

We note that upon completion of the final report you will deliver it to Washington in order that you may personally discuss with our engineers the various phases of this project.

**H. E. Pittman**

EF C0C01C006

December 1948



Mr. Harry Easley, Vice President  
Webb City Bank  
Webb City, Missouri

Dear Harry:

In re: Rental payments in  
Webb City Area.

Enclosed please find a check for \$5000.00 which I have endorsed to be deposited in the account of D. H. Cashin which you have opened.

Enclosed please find, also, 25 rental checks and 25 sets of rental receipts. As you will note, the rental receipts are made out in quadruplicate. I would suggest that you deposit these checks in your bank to the account of the various parties concerned. If they have no account, you probably will want to open an account for them since the lease contract states that the lease rentals are to be deposited to the account of the various lessors in the Webb City Bank.

Will you please fill in the date on the top line and sign four copies of the rental receipts, keep one for your files, send one copy to the landowners and two copies to me at my office, 705 National Standard Building, Houston 2, Texas. I hate to put you to all this trouble but it will be necessary to have these signed receipts to complete our files and in keeping up with our expenditures for the various leases.

I believe this takes care of all leases that we have filed for record to date. If you get in the new leases, I suggest you pay for them out of the account of D. H. Cashin and when you have several you can advise Earl Jones. He can pick them up and either take them or mail them to Carthage to be recorded and he will then prepare rental receipts for these leases and send them to me. I will enter them on our lease books and issue checks in favor of the various lessors on this account in your bank.

The chances are that I will not get back to Webb City until after the first of the year unless something comes up that requires me to make the trip up there as I have an accumulation of work here that I am trying to get out of the way. When I come back after the first of the year, I will stay until the drilling job is completed

ENCLOSURE 27

after which I will make up my accounts and prepare a report to take to Washington. Then, we can plan our next moves.

How is Jones getting along with your suit against Fenix?

How are things getting along otherwise? I will be glad to hear from you at your convenience. When I come back to Joplin, I am in hopes that I can bring you an instrument that will be interesting to you.

With kindest personal regards, I remain,

Sincerely yours,

DMC:fn  
Encls.

---

B<sup>2</sup>Arcy M. Cashin

BT 000010008

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS



GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICH  
WM. H. BLANTON JR.  
FRANK J. KNAFF  
CHARLES H. DRAVER

December 13, 1943

In re: Webb City Project Area  
Tract No. 35-A

Spencer and McPherson,  
Joplin, Missouri.

Gentlemen:

We have your letter of December 10th, together with your title opinion to George R. Brown in connection with the above described tract.

In connection with your objection numbered 14, we suggest that if Mrs. Aylor does not have releases executed by the lessees to whom mining lease was granted on May 14, 1942, that you then obtain affidavits from Mrs. Aylor and disinterested third parties as to the facts which are sufficient to show a termination or forfeiture of this lease by reason of abandonment. In view of the very recent date of this lease, we would want the affidavits to be strong enough to remove any reasonable doubt that the mining operations have ceased for a sufficient period to justify a conclusion of forfeiture by abandonment. If such affidavits can be obtained which, in your opinion, show the facts to be sufficient, then we will recommend a waiver of this objection in our opinion to Metals Reserve Company.

Yours very truly,

FJK:v  
cc ✓ Mr. George R. Brown  
- Mr. D'Arcy M. Cashin

BR000015009



**METALS RESERVE COMPANY**  
WASHINGTON D C



DEC 6 1943

Brown and Root, Inc  
P O Box 3  
Houston, Texas

Re Agreement AA-217, dated April 6, 1943,  
as amended

Gentlemen:

Pursuant to War Production Board recommendation and your request, the captioned Agreement, dated April 6, 1943, as amended, is hereby further amended to extend the time of drilling operations at Webb City area to close of business January 15, 1944. We understand that this additional period will be sufficient to complete said drilling operations.

All other terms and conditions of said Agreement shall remain the same.

Your understanding and agreement to the foregoing can be evidenced by your signing and returning to us the copy of this letter which is enclosed.

Sincerely yours,

*G. Temple Bridgman*  
G. Temple Bridgman  
Executive Vice President



EE 000010010

METALS RESERVE COMPANY  
WASHINGTON, D C



Mr. Archibald Little  
Room J-216, Temple "E" Building  
War Production Board  
Washington, D. C.

NOV 29 1943

Re: Brown & Root, Inc.  
Contract No. AA-217

Dear Mr. Little:

Relating to the October 1943 progress on the churn drill investigation within the Webb City Area, Missouri, by Brown & Root, Inc., we enclose herewith for your review the following:

- (1) Copy of combined letter of transmittal, progress report and general statement of expenditures for October 1943, signed by Mr. D'Arcy M. Cushman under date of November 15, 1943.
- (2) Copy of statement of Brown & Root, Inc. account with Webb City Bank, Webb City, Missouri, as of October 29, 1943.
- (3) 24 copies of drill records showing details of drilling results for holes completed in October.
- (4) One 200 scale whiteprint map designated as "Plate 2; Area II; III; and Part of I", showing position of holes completed in October.
- (5) One 200 scale map showing position of holes 12-14 and 12-15, N.W. 1/4, Section 12, Twp. 28 N. - R. 33 W.

Will you please acknowledge receipt of these data by signing and returning, in the enclosed self addressed envelope, the extra copy of this letter.

Yours very truly,

cc, ~~/~~ Brown & Root, Inc.

S. H. Peterson

EV 000010011

November 29, 1943

Mr. Francis Cameron  
Metals Reserve Company  
511 Vermont Avenue  
Washington, D. C.

Re: Contract AA-217

Dear Mr. Cameron:

In accordance with your suggestions made in our telephone conversation this morning, I am writing you with reference to your company's granting us an extension of time within which to complete the exploration churn drilling in the Webb City Area.

As you know, this contract was signed by your company the fore part of April, 1943. On account of one of the requirements being that the abstracts be examined and all titles be approved on properties prior to drilling, we did not get permission to start our drilling until the fore part of June. In the original contract I believe it was contemplated by both the War Production Board and the Metals Reserve Company that it only be necessary for us to do half of this drilling. In other words, in accordance with the suggestions of members of the War Production Board, it be necessary for us only to show sufficient reserves in the north drainage area to warrant the War Production Board's authorizing us to go ahead with the dewatering and development of this area. This portion of the area, as you know, was drilled the latter part of this summer. It was then decided that we would be allowed to expend the remainder of this \$80,000 fund in churn drilling in this area. However, neither Mr. George Butler nor myself, who were present at these conferences, realized that December 8, 1943, was the date set for the completion of this program and we only realized it when we received your letter of November 24, 1943.

As we told you while in Washington last, it is our intention to change our scheme of exploration, inasmuch as we have been endeavoring to check the reserves in the sheet ground horizon and in some instances in the Meade Springs,

ER000010012

November 29, 1943

and we now believe that it would be rather difficult to mine and mill the average sheet ground horizons on an "A" quota. We endeavored to outline by the new drilling shallow ore reserves which might be stripped and mined with power shovels and/or deep Reeds Springs runs.

We have been drilling in several areas that have shown promise in either the shallow ore horizons in some instances and in other instances we have been attempting to extend and outline certain Reeds Springs runs. In some instances we have found both horizons in the same area. However, this work has been going very slowly for several reasons. First, we cut down the number of drill rigs we were using from eighteen to nine or ten as we had to space our locations closer and follow the trends, and it is rather difficult to make many locations out ahead. Another thing, inasmuch as we were working in areas that have been previously mined, it was necessary to get around old caves, build roads over or around chat piles, etc. In some of the areas we have gone through one or more drifts in drilling, and sometimes would lose the hole in a drift and it was necessary to move over and start new holes. As a consequence, we progress much more slowly than we did in our work in the north area.

Another thing that has caused the delay is the fact that it has been necessary for us to perfect titles on every property before we would start drilling the same. There have been three properties that we have been trying to get on for the past three months but we have found it rather difficult to locate the abstracts and as the abstract offices in Carthage have been loaded down with work and short of help, we have not had opinions on two of these properties up to the present time. Exploration of these properties is necessary to complete the subsurface picture to possible shallow areas. We hope to have these abstracts in the next week or ten days.

In accordance with your request, it is our intention that within thirty days after the completion of this work, we shall transmit to you a report on the results obtained from the development financed by your company by both Carl Plumb, the Project Engineer, and myself.

In the light of the above, Brown and Root, Inc., will appreciate very much your company's giving us permission to extend the time for the completion of the drilling campaign from December 6, 1943, until the latter part of January, 1944, say about January 20. It may be if we can get certain titles cleaned up within the next week and put on some additional rigs, we might finish this work prior to that time but we also have a spell of bad weather coming on which may shut us down for days at a time.

EI COC010013

Mr. Francis Cameron

-3-

November 29, 1943

If the Metals Reserve Company is agreeable to this program, we will appreciate your advising us at your earliest convenience. If, as you stated, it is necessary for you to confer with officials of the War Production Board prior to giving this approval, I would appreciate it very much if you would contact these gentlemen and explain our reasons for asking for this extension of time.

Mr. George A. Butler, our attorney, advises me that he expects to be in Washington either Tuesday or Wednesday of this week. I am endeavoring to contact him by telephone now and will ask him to call on you and go into the matter in detail.

Thanking you for the many courtesies you have shown us in the past and extending you personally my kindest regards, I am,

Very truly yours,

BROWN AND ROOT, INC.

D'Arcy H. Cashin, Agent

DMC:ed

cc: Mr. George A. Butler  
Hayflower Hotel  
Washington, D. C.

BR000010013-A

November 26, 1945

**McCormack & Root, Inc.**  
**AA-317**

We acknowledge receipt of your letter of November 15th, enclosing progress report on your operations in the Webb City area for the month of October in connection with the exploratory drum drilling program, bank statement, and progress maps and records of test holes drilled during the month, all in triplicate.

It will be appreciated at this time if you will furnish us with a copy of your inventory records, in triplicate; also copy of your balance sheet in triplicate. For details regarding these two statements, we suggest that you refer to the copy of our Operations Memorandum No. 2, which was forwarded to you on May 10, 1941.

**E. E. Petterson**

EL COL01C024

**METALS RESERVE COMPANY  
WASHINGTON D C**

**November 24, 1943**



**Mr. D'Arcy M. Cashion, Agent  
Brown and Root, Inc.  
P. O. Box 289  
Joplin, Missouri**

**Re: Contract AA-217**

**Dear Mr. Cashion:**

Your report covering October operations has just come to my attention. From the maps submitted we note that you indicate a number of holes yet to be drilled. As you know, your contract with Metals Reserve Company, as amended, contemplates the completion of this exploration program by December 4, 1943. Will the proposed drilling be completed by that date?

If you will have work in progress which cannot be finished by December 4 you should advise us at once. We are desirous of concluding this exploration program and of learning of your conclusions, but we realize it may not be practicable to terminate all work on a given date. However, I assume that you have had in mind completion of the work by approximately the above date.

Upon completion of the exploration program you are to submit your final report and within thirty days advise of your future plans. Will you please bear this in mind.

**Sincerely,**

**Francis Cameron.**

**cc: George E. Brown, Houston, Texas  
George E. Fowler, Joplin, Missouri  
James Douglas - WFB**

**EF C0C01C025**

**METALS RESERVE COMPANY  
WASHINGTON, D. C.**

**November 23, 1943**



**John L. Wortham & Son  
Memphis, Tenn**

**Attention: Mr. T. Jay Foster**

**Re: Brown & Root, Inc.  
Agency Agreement #17**

**Gentlemen:**

**With reference to your letter of  
November 17, we shall appreciate receiving your  
advice regarding the equity rating in connection  
with the public and automobile liability premiums  
under Agency Agreement #17.**

**Very truly yours,**

**(Signed) H. R. Stephenson**

**HUGH R. STEPHENSON  
Administrative Assistant**

**WDS:ee**

**cc: Mr. Clement**

**cc: Brown & Root, Inc.**

**BR000010048**



NOV 1943

GEORGE A BUTLER  
JACK BITION  
GEORGE W HUGH  
WM H BLANTON JR.  
FRANK J KNAPP  
CHARLES H. DRAPER

**C O F I D**

**METALS RESERVE COMPANY**  
**WASHINGTON D C**

NOV 2 1946

Brown and Root, Inc  
and  
Mr George R Brown  
Post Office Box #3  
Houston, Texas

Re: Webb City, Missouri Lead and  
Zinc Development Work (AA-217)

Gentlemen

War Production Board, by letter dated October 8, 1943, has requested Metals Reserve Company to make available to you the balance of the \$80,000, or so much thereof as may be required, provided for in the captioned Agency Agreement to enable you to carry on the exploratory drilling program.

Accordingly, the captioned Agreement dated April 6, 1943, as amended by letter dated April 20, 1943, is hereby further amended by deleting from paragraph 6. thereof the word "four" and substituting therefor "eight".

All other terms and conditions of the Agreement remain unchanged.

Please indicate your confirmation of the foregoing amendment by signing the attached copy of this letter and returning it to us.

Sincerely yours,

*G. Temple Bridgman*

G. Temple Bridgman  
Executive Vice President

Enc



EF C00010018

METALS RESERVE COMPANY  
Washington, D C.

Nov 2, 1945

Brown and Root, Inc.  
and  
Mr. George R. Brown  
Post Office Box #3  
Houston, Texas

Re: Webb City, Missouri Lead and  
Zinc Development Work (AA-217)

Gentlemen:

War Production Board, by letter dated October 8, 1945, has requested Metals Reserve Company to make available to you the balance of the \$80,000, or so much thereof as may be required, provided for in the captioned Agency Agreement to enable you to carry on the exploratory drilling program

Accordingly, the captioned Agreement dated April 6, 1945, as amended by letter dated April 20, 1945, is hereby further amended by deleting from paragraph 6. thereof the word "four" and substituting therefor "eight".

All other terms and conditions of the Agreement remain unchanged.

Please indicate your confirmation of the foregoing amendment by signing the attached copy of this letter and returning it to us.

Sincerely yours,

/s/ G Temple Bridgman

G. Temple Bridgman  
Executive Vice President

Enc.

CONFIRMED THIS 8th DAY OF NOVEMBER, 1945

BROWN & ROOT, INC.

By /s/ Herman Brown  
Herman Brown, President

(Signed copy returned to Metal Reserve Company, 11-9-45; Copy mailed to Mr Cashin, Houston, 11-9-45)

LME

COPY

ELC00010019

155-25243  
OCT 22 1943

P. O. Box 829  
Joplin, Missouri  
October 28, 1943

Mr. R. C. Cravens, Manager  
R. F. C. Custody Department  
Federal Reserve Bank  
Kansas City, Missouri

Reference A-217  
Date: April 6th, 1943  
Amount \$30,000.00

Dear Sir:

Referring to our telephone conversation of this morning, as you know, Brown & Root, Inc. were authorized by The Metals Reserve Company, April 6th, 1943, to do certain development work in the Webb City lead and zinc area of Missouri.

A certain contract was signed on this date between the Metals Reserve Company and Brown & Root, Inc. In this contract the Metals Reserve Company agreed to advance to Brown & Root, Inc. "if and as required the sum of not to exceed \$30,000.00 for such exploratory work". The amount initially advanced from this fund by the Metals Reserve Company was \$32,000.00, the second installment advanced from this fund was \$11,321.18, the third installment to replenish this fund was \$22,418.09, or the total amount withdrawn from the Federal Reserve Bank and transferred to this fund in the Webb City Bank, according to our accounting, amounts to \$65,739.27 leaving, according to our accounting, a credit in the Federal Reserve Bank of \$14,260.73. It is this balance, \$14,260.73, for which we are applying.

As you know, we are required to fill out an MRC Form C-1 Revised and submit same to the Federal Reserve Bank in Kansas City every time we desire to have our fund replenished. On this Form we must list all checks issued against this fund since our last accounting. As a consequence on October 8th, 1943, we prepared three copies of such a Form, listing all checks issued from September 1st, 1943 to October 4th, 1943. Three copies of this report, together with bank statements, were mailed to you. However, in your letter of October 21st, 1943, to the Webb City Bank, you stated you were returning the Forms for the reason that the amount of \$14,260.73 requested was not in agreement with the itemized list which totals \$14,336.83. The reason the amount requested is not in agreement with the amount expended is that if our accounting is correct, the total credit we have in the Federal Reserve Bank in Kansas City is only \$14,260.73 and we cannot exceed our appropriation. The checks issued are in payment of labor and supplies and, therefore, it would be rather difficult at this date to make the expenditures exactly coincide with the amount we have left in our appropriation.

Enclosed, herewith, please find the three signed copies of MRC Form C-1 Revised asking that our fund in the Webb City Bank be replenished in the amount of the balance due us of \$14,260.73.

Respectfully yours,

BROWN & ROOT, INC., by

  
Elmer M. Caskin, Agent

ENC:MRC

2 00001 2250

C O P Y

FEDERAL RESERVE BANK  
of  
Kansas City

Fiscal Agent  
Reconstruction Finance Corporation  
Custody Department

October 21, 1943

Webb City Bank  
Webb City, Missouri

Gentlemen

Receipt is acknowledged of your letter  
of October 20, enclosing MRC Form O-1 (Revised) in  
duplicate, submitted by Brown & Root, Incorporated

We are returning the forms for the reason  
that the amount of \$14,260 73 requested is not in  
agreement with the itemized list which totals \$14,336 83

Yours very truly,

Signed C A CRAVENS

C A Cravens, Manager  
R F C Custody Department

E. 000023071



OCT 19 1943

Mr. D'Arcy Caskin  
P. O. Box 229  
Joplin, Missouri.

Re: Brown & Root, Inc.,  
Contract AA-517

Dear Mr. Caskin:

We thank you for the following reports, submitted in triplicate, which relate to the investigation of the Webb City Area, Missouri, by Brown & Root, Inc., during the month of September:

1. General report of progress combined with summary costs through September 30, 1943.
2. Copy of Brown & Root, Inc. statement of account with Webb City Bank, Webb City, Missouri as of September 30.
3. 36 copies of detailed drill records relating to holes completed in September.
4. Two 300 scale whiteprint maps designated as "Plate One, Area IV", and "Plate Two, Area II, III, and Part of I", showing holes completed and drilling in September.

Upon the completion of our review and study of these reports we will advise you if additional information is desired.

Yours very truly,

cc: Mr. H. D. Smith  
Mr. Cameron  
Mr. Lavinson  
Mr. Norton  
Brown & Root, Inc., Houston,  
Texas. ✓

S. H. Pettersen

EX 00007 0022

Metals Reserve Company  
Washington, D C

October 7, 1943

Brown & Root, Inc and  
George R Brown  
P. O Box 3  
Houston, Texas

Re Webb City, Missouri, Zinc  
and Lead Development Work  
Agency Agreement 217

Gentlemen

Your attention is called to the fact that the Defense Discount Plan should apply in connection with your workmen's compensation ~~premium~~ We request that an endorsement be issued showing the discount and the reduced rates applicable

We request that consideration be given to equity rating the general and automobile liability premiums For your information, we have received discounts of at least 50% on other insurance in Missouri, and it is our belief that upon application to the rating authorities, a similar discount can be obtained in your case

Very truly yours,

/s/ Hugh R Stephenson

Administrative Assistant

C  
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Y

Original sent to Mr Cashin, Houston Office - 10-19-43

EI C00010029

**Metals Reserve Company  
Washington, D. C.**

October 7, 1945

**Brown & Root, Inc. and  
George R. Brown  
P. O. Box 5  
Houston, Texas**

**Re: Webb City, Missouri, Zinc  
and Lead Development Work  
Agency Agreement 217**

**Gentlemen:**

Your attention is called to the fact that the Defense Discount Plan should apply in connection with your workmen's compensation premium. We request that an endorsement be issued showing the discount and the reduced rates applicable.

We request that consideration be given to equity rating the general and automobile liability premiums. For your information, we have received discounts of at least 50% on other insurance in Missouri, and it is our belief that upon application to the rating authorities, a similar discount can be obtained in your case

**Very truly yours,**

**/s/ Hugh R. Stephenson**

**Administrative Assistant**

**C  
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Y**

**Original sent to Mr Cashin, Houston Office - 10-19-45**

**EL006010330**



DEPARTMENT OF THE ARMY

MEMORANDUM FOR THE RECORD

SUBJECT: [Illegible]

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From instructions of Mr. Brown, the amount of \$5,000.00 is to be paid to the enclosed cashier's check.

For  
Brown, Root & Co.  
Houston, Texas  
Subject:  
Mr. Brown, Root & Co.  
Houston, Texas  
Date: September 30, 1948

**BUTLER AND BINION**

**ATTORNEYS AT LAW**

**GULF BUILDING**

**HOUSTON TEXAS**

**GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. H. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DEAPER**

**September 30, 1943.**

**In re: Webb City Project Area**

**Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.**

**Attention: Mr. R. G. Wilson,  
Assistant General Counsel**

**Gentlemen:**

**We have received and examined title opinion dated August 25, 1943, prepared by Messrs. Spencer and McPherson of Joplin, Missouri, covering a tract of land designated as Tract No. 19 on the master map of the Central Drainage District of Webb City, Missouri, and which property is more particularly described as follows:**

**The Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of Section 17, Township 28 of Range 32 in Jasper County, Missouri, except 12 acres off the North side thereof in the Town of Carterville, and except a tract of land 100 feet square lying immediately adjoining and South of Lot 103 in South Carterville Mining and Smelting Company's Addition to Carterville heretofore deeded to W. G. Bryant.**

**We recommend that the objections contained in such title opinion as to the above-described tract be waived.**

**EH 000010034**



*Handwritten signature*

OFFICE OF THE ATTORNEY GENERAL  
DISTRICT OF COLUMBIA

*Handwritten signature*

U.S. GOVERNMENT PRINTING OFFICE

*Handwritten signature*

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U.S. GOVERNMENT PRINTING OFFICE  
1965 O - 344-000

AUG 1943

Connor Hotel  
Joplin, Missouri  
August 10, 1943

Mr. George R. Brown  
Brown & Root, Inc.  
Houston, Texas

Dear George:

Enclosed, herewith, please find copy of a letter to Mr. John E. Norton, Consulting Engineer for the Metals Reserve Company, in answer to his letter in which he pointed out certain inconsistencies and inaccuracies in computations we sent in to him last month. For your information, these errors were largely minor. In other words, the difference in one hundredth in per cent in several instances. However, when we re-checked we found more errors in his computations than in our own but naturally we did not call this to his attention. Our errors are caused by the work being done at night and out in the field and computations not being re-checked. The present report he is getting and all future work will be checked three times.

Mr. Norton raised the question about some elevations. One was due to a draftsman's error in transposing figures and in another instance, the location was moved in the field from a chat pile to the base of same, making a difference of fifteen feet, and the move was not reported in the office. We are now checking every location after same has been drilled so there will be no slip-ups.

Enclosed you will find a copy of the monthly report to Mr. Patterson, together with 35 drill records with assays attached, and one copy of Progress Map. On this Progress Map, you will note that we are not setting out our ore faces at the present time. Our reason for this is that we are now starting to compute our ore reserves in the north end and as we expect to have this drilling completed by the latter part of this month with all the other necessary data, I do not think it a good idea to start a discussion with reference to the reserves until you and I have gone over same and I can take this information, together with all supporting data, to Washington. However, I am sending them all the data they will need to compute the reserves themselves if they so desire.

Our first area has been computed by the Bureau of Mines and although it was not one of our best leases, they estimated 840,000 tons of better than 3% blende ore. They are using very conservative methods of estimation. In fact, they were so conservative they were using the Polygonal System in which they were taking the base of their triangles half way between drill holes and the face even when the face is only two hundred feet from the drill hole. However, when I brought it to their attention that we are check-drilling, that is to say, checking holes already drilled by reliable companies who had assayed their samples and checked known faces, they have now decided to modify their system and are coming back closer to our original scheme of estimation. This will give us a better break.

LI 6366 1014

When we realize that this 3% blende average was obtained without using an experience factor, it does not sound bad for our proposition. By the way, I am proving out an experience factor should be permissible through the shooting of holes. This should help materially

I told you that I expected to be done by the 10th of this month in the north area. This was based on the statement of Ruhl and Plumb that the work would be finished at that time. Upon checking up on their work, however, I found that they had overlooked, or forgot to mention, there was an additional area on the east side of what we know as the "north area" on which we had to drill about 20 or 30 holes. However, we are now completing holes at the rate of two a day so it should not take much longer to complete the entire north area.

While this work is being done, I am going over the de-watering situation thoroughly. The Eagle Picher has in at the present time about seven pumping installations, including air lifts. They may get this up to ten. Some of their installations are lifting as much as 16,000 gallons a minute. Of course as you know, as the head goes down and they lower their suctions, they will have a lesser efficiency. Also, air lifts can only operate to a certain depth. However, it would not surprise me if the Eagle Picher has the water pulled down to within twenty, or thirty, feet of the floor of our workings in the north area within two months' time. If so, it would not take much of an expenditure on our part, provided we can borrow some or all of these pumps from the Eagle Picher and assume the power bill, to completely dewater the north end within a month or six weeks after they complete their work. It is not the Eagle Picher's intention to pull the water down completely in the north end as they are merely endeavoring to dewater their own north workings. However inasmuch as all their workings communicate with our north area, in dewatering their property they are dewatering ours to the same elevation.

I expect to have a conference with George Potter of the Eagle Picher Company with reference to the above before I see you or go to Washington

On the whole, I would say the results of our drilling have been much more favorable than I expected under the circumstances. It is my present belief that if the government needs and wants zinc and lead from this area, our proposition should go over.

I have been given to understand that the important men in Washington who will have a say with reference to the completion of our project will be Mr. DeWitt Smith, Mr. John E. Norton and Mr. Frank Cameron of the Metals Reserve Company. Cameron is already friendly to our project. Norton and Smith have to be sold. In the War Production Board, Messrs. Howard Young, James Douglas and Paul Benedict are the key men. Howard Young is already friendly. I think James Douglas can be convinced. Benedict, who is assistant to Douglas, will be a hard nut to crack but I think it can be done. I understand he is a mining geologist whose experience was largely in copper and gold. I would appreciate any preliminary work you can do on these fellows that will help in any way before I go to Washington.

It is my understanding that the Facilities Development Bureau, headed by Mr. Ellsworth Bennett and located in Room 5036 of the National Security

CI 6660100-5



Building, passes on all projects of the War Production Board before final decision is made. Ellsworth Bennett, by the way, is a good friend of mine. We were at the Nevada School of Mines at the same time and he also coached me in playing football. It is my belief he will feel kindly toward any project with which I am associated. If you can get any data on this Bureau and its functions, I will be glad to have it.

I have kept in mind your statement to make sure of my facts before going back to Washington and I will advise you as soon as I have my data in shape to present.

I have just received a letter from Mr. Petterson in which he advises me that the last budget we presented for the remainder of our appropriation has been approved and the money will be advanced as needed. In this letter Mr. Petterson raises the question as to our reasons for changing various locations. I will answer his letter within the next few days and will send you a copy. For your information, however, we have changed certain locations because in drilling we uncover conditions of which we had no prior knowledge, that is to say, in some instances we are stopping short of completely drilling an area when we find the limits of same and in other instances, we are drilling wildcat wells and bringing in some new reserves. Mr. Frank Cameron understood this would be necessary when I left Washington and gave me permission to do this and on the trip he and Benedict made down here recently, they approved of what we were doing in this respect. Mr. Petterson was just not familiar with these facts and as soon as I can assemble the data and give him the reason for each change, I am sure he will be satisfied as Mr. Petterson has already indicated his approval of our work.

The temperature here has been around 102 and it has been a hard job to keep the drilling crews operating at top efficiency. You can imagine how hot it is among those chat piles and brush. Mrs. Cashin had a doctor in Houston prepare ragweed serum and teach her to give me the shots so here's praying I do not have hayfever this year. I do not have time to blow my nose let alone feel like the devil. So far, notwithstanding the hot weather and hard work, I have felt fine.

With kindest personal regards, I am,

Sincerely your friend,

DMC/MRC

  
D'Arcy M. Cashin

LI 00000006



Joplin, Missouri  
August 9, 1943

Mr. John E. Norton, Consulting Engineer  
Metals Reserve Company  
811 Vermont Avenue  
Washington, D. C.

Re: Brown & Root, Inc.  
AA-217

Dear Mr Norton:

Replying to your letter of July 24th in which you pointed out certain inconsistencies between your computations and ours, I wish to state as follows:

Some of these inaccuracies resulted from moving, in the field, certain locations for drill holes after same had been spotted on maps in the office. These changes were made because of certain physical conditions found in the field such as high rock dumps, chat piles, etc which had not been spotted on the property map.

A corrected tabulation with data re-computed is herewith enclosed. This data was checked in the office after which I asked Mr. Otto Ruhl, Resident Engineer for the Bureau of Mines, to check same. A copy of his letter of transmittal is herewith enclosed.

We are sorry that these errors occurred and in the future all data will be checked more closely before being transmitted to you. We appreciate your calling these inaccuracies to our attention as it will assist us in the compilation of future reports.

We expect to finish drilling the North Drainage area within the next few weeks after which I hope to see you in Washington.

Very truly yours,

DMC/MRC

---

D'Arcy M. Cashin, Agent  
Brown & Root, Inc.  
P. O. Box 229  
Joplin, Missouri

BU COLO 02 03-7

Lease		Sea Level Datum					
A							
Male	Interval	12m	12m	17m	17m	Callor	Interval
L1-1	185-215	0.77	1.15	0.88	0.08	862	757-747
L1-1	215-215	4.28	8.42	0.21	0.24		749-747
L1-1	185-195	0.33	0.50	0.04	0.05		777-757
L1-2	200-220	1.42	2.13	0.85	0.98	869	759-749
L1-2	200-202	6.98	10.48	3.85	6.77		759-752
L1-3	202-220	0.77	1.17	0.12	0.14	873	770-753
L1-3	202-204	1.45	2.19	0.05	0.07		770-759
L1-4	185-214	1.28	1.89	0.14	0.16	857	771-741
L1-4	185-200	1.50	2.85	0.23	0.27		771-757
L1-4	185-188	3.78	5.84	0.14	0.18		771-769
L1-4	185-197	1.39	2.08	0.21	0.25		759-759
L1-5	210-240	0.89	1.48	0.04	0.05	867	747-737
L1-5	230-252	0.24	1.24	0.03	0.04		747-755
L1-5	242-244	1.09	1.50	0.04	0.05		755-742
L1-5	230-242	2.18	3.27	0.04	0.05		747-745
L1-6	202-212	0.29	0.58	0.29	0.44	867	754-754
L1-6	202-205	0.78	1.14	1.02	1.18		754-752
L1-6	205-217	0.42	0.61	0.05	0.08	863	754-751
L1-6	212-215	0.92	1.38	0.05	0.08		752-754
L2-1	175-185	2.15	1.75	0.19	0.12	869	775-754
L2-1	175-225	0.44	0.65	0.05	0.08		775-755
L2-1	180-175	1.13	1.75	0.09	0.19	828	775-751
L2-1	180-222	0.14	0.21	0.40	0.05		775-723
L2-2	180-187	0.57	0.85	0.07	0.08	868	755-757
L2-2	187-187	1.18	1.77	0.05	0.05		757-757
L2-2	187-188	0.54	0.51	0.05	0.04		757-800
L2-2	188-188	0.49	0.74	0.04	0.05		755-800
L2-2	188-188	1.88	2.88	0.07	0.08		752-750
L2-3	188-172	1.07	1.80	0.02	0.02	869	752-750
L2-3	188-145	4.88	8.12	0.02	0.02		750-744
L2-3	188-182	0.74	1.11	0.05	0.04		774-700
L2-3	188-175	2.09	4.23	0.09	0.11	816	750-743
L2-3	188-188	7.88	11.22	0.21	0.24		754-751
L2-3	170-172	4.88	7.20	0.04	0.05		745-743
L2-3	177-180	3.18	4.74	0.04	0.04		752-756
L2-1	180-205	0.78	1.19	0.15	0.23	867	777-752
L2-1	200-200	1.78	2.84	0.12	0.26		757-754
L2-2	180-180	0.44	0.48	0.05	0.08	840	771-750
L2-2	180-170	1.14	1.71	0.09	0.19		771-770
L2-2	187-200	0.52	0.78	0.11	0.15	861	755-751
L2-2	175-187	0.57	0.56	0.14	0.18		775-753
L2-2	187-180	1.10	1.55	0.05	0.17		753-751
L2-4	188-187	1.88	1.45	0.15	0.15	861	772-752
L2-4	188-187	1.45	2.14	0.07	0.08		752-752
L2-1	188-175	1.23	1.85	0.08	0.18	846	775-752

BF 000010048

C O P Y

P. O. Box 622  
Joplin, Missouri  
July 28, 1948

Mr. D'Arcy M. Cashion  
P. O. Box 229  
Joplin, Missouri

Dear Mr. Cashion:

We are handing you herewith a list of the assays on a certain number of holes on your Webb City Project, in which the averages have been made for certain faces in terms of metallic zinc and zinc sulphide, and metallic lead and lead sulphide. The factors used arriving at these averages are 88.2/100 zinc in ZnS, 88.6% lead in PbS. Whenever in making the averages in metallic zinc and metallic lead, if the thousandths were 5 or over, another hundredth was added to the average, or if less than 5, the surplus was dropped, and the zinc sulphide computed on that basis.

On the table I have also put in the actual elevation of the collar of the holes, so that if you want to convert the intervals to a sea level basis you can do so.

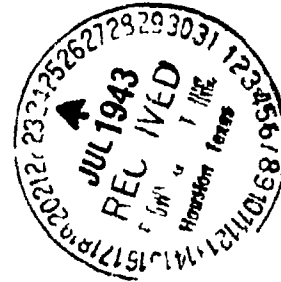
Very truly yours,

Otto Kuhl  
Mining Engineer

BR000010048-A

**METALS RESERVE COMPANY**  
**WASHINGTON, D. C.**

July 20, 1943



Brown & Root, Inc. and  
George R. Brown  
P O. Box #3  
Houston, Texas

Gentlemen:

Re: Webb City, Missouri, Zinc and Lead  
Development Work

We enclose a copy of our Operations Memorandum Number  
MRC 4 on the subject of insurance requirements. Will you please  
give this matter your prompt attention and favor us with an early  
reply.

Very truly yours,

**RAY W. BERRETT**  
Administrative Assistant

Enclosure



BF000010049

**METALS RESERVE COMPANY**

**WASHINGTON, D C**

July 8, 1943

OPERATIONS MEMORANDUM NUMBER MRC 4

TO AGENTS OF METALS RESERVE COMPANY

SUBJECT: Insurance Requirements

Agency Contracts or Agreements with Metals Reserve Company provide that the cost of all approved or required insurance shall be reimbursable to the Agent or payable from operating funds supplied to the Agent. A detailed report of all coverage, including revisions or additions, should be sent in duplicate to Mr. Ray W. Berrett, Insurance Section, Metals Reserve Company, 811 Vermont Avenue, Washington, 25, D C.

- (1) Fire and Supplementary Coverage on builders' risks should be carried during the construction period on plants, buildings, machinery and equipment, etc. in an amount equal to the insurable value of such property. If such property is owned by the Defense Plant Corporation, such insurance shall be provided in accordance with Defense Plant Corporation requirements and additional insurance will not be necessary.
- (2) Workmen's Compensation and Employer's Liability Insurance covering the statutory obligations of the Agent or Contractor is required. If no Workmen's Compensation Law exists or if the Agent or Contractor has no obligation under the Workmen's Compensation Law, Employer's Liability Insurance should be carried having bodily injury limits of \$100,000/100,000.

If it is determined that Occupational Disease exposures exist and such diseases are not covered by the Workmen's Compensation Law applying to the work, Employer's Liability Insurance should be obtained covering claims for damages on account of such diseases subject to limits of \$5,000/25,000.

- (3) Comprehensive General Liability Insurance with limits of \$100,000/100,000 as respects bodily injuries should be obtained covering the performance of the contract.
- (4) Comprehensive Automobile Liability Insurance with bodily injury limits of \$100,000/100,000 and a property damage limit of \$5,000 should be obtained covering all equipment used in the performance of the contract.

Certified copies of the above policies, as well as any other policies which may be required, should be forwarded to Metals Reserve Company, Insurance Section, Washington, 25, D C.

The General Liability and Automobile Liability policies, but not the Workmen's Compensation and Employer's Liability policy, should be endorsed to include Metals Reserve Company as an additional insured.


ELC00010050

Attention is directed to the fact that in certain states it is possible, in connection with National Defense Projects, to obtain a discount of 20% on Workmen's Compensation Insurance rates and a discount of 50% on Public Liability and Automobile Liability rates. The Agent should determine promptly whether such discounts are available and the Insurance Section should be notified when such discounts have been obtained.

With the exception of the coverages outlined above, it is the policy of Metals Reserve Company to carry its own risk as respects Fire and Related Coverages on property of all kinds. Therefore, no insurance other than the kinds and amounts outlined above may be purchased at Metals Reserve Company's expense without its prior approval, and other insurance now in force should be cancelled unless its continuation is recommended by the Agent and approved by Metals Reserve Company.

It is not the intention of Metals Reserve Company to become an insurer of property owned by the Agent or Contractor, although it is recognized that the premium for insurance covering such property and used in the performance of the contract may be a proper operating expense. The Agent or Contractor should submit certified copies of such policies to Mr. Ray ' Barrett for approval in order that the premium may be considered a reimbursable expense.

In the event there are any unusual conditions or exposures which warrant special insurance coverage, the Metals Reserve Company should be advised fully concerning such conditions and the Agent's recommendation submitted for consideration.

  
Ferris B. Thomas  
Secretary

EX-10010051

P O Box 229  
~~Houston, Texas~~  
August 30, 1943

*J. M. Cashin*

*Sept*

*-2 1-512*

Mr Carl Burkhardt  
Brown & Root, Inc.  
P. O Box 3  
Houston, Texas

Dear Mr. Burkhardt:

Enclosed, herewith, please find the original of a letter from the Metals Reserve Company with reference to insurance. Through an oversight this letter has not been answered prior to this

With reference to the above, I wish to state that the only insurance that we have carried and are carrying up here to date is a policy with the Central Mutual Casualty Company, Kansas City, Missouri, Automobile Policy No M-20390, Order No 6-681. This is on a pick-up truck loaned me by the Bureau of Mines of the Department of the Interior and protects us for \$5,000 for each person, with a limit of \$10,000 for each accident, and property damage of \$5,000 for which I have issued in payment of the policy check for \$13.80. It is my understanding that this company has given us a reduction on account of this being work done by a government agency

The latter part of May, I received two Binders of the Maryland Casualty Company of Baltimore, Maryland. The duplicates were labelled No. 283621 and 283622. The Policy No 283621 was taken out by your office and covers Workmen's Compensation, Employer's Liability and Statutory Limits. No 283622 covers Contractor's Public Liability from \$40,000 to \$100,000, Contractor's Protective Liability from \$50,000 to \$100,000.

As you have all the data on these policies in your office, I assume it would be better for you to answer this letter rather than me

The above covers all insurance other than Federal and State Social Security which we have withheld here and which withholding payments, with all information with reference thereto, we will shortly forward to your office.

I will appreciate it if you will handle this matter out of Houston as I do not have the necessary data here to answer it. If I come to Houston before I go to Washington shortly, I will bring my file along. It may be, however, that Mr Brown will want me to go directly to Washington from here, in which event I will see you upon my return.

Very sincerely yours,

*J. M. Cashin*  
D'Arcy M Cashin

DMC/MRC

25010100012

**METALS RESERVE COMPANY**

**WASHINGTON, D C**

**September 11, 1943**

**John L. Northam & Son**  
**Houston, Texas**

*James*

**Re: Webb City, Missouri**  
**Zinc and Lead Development Work**

**Gentlemen:**

Receipt is acknowledged of your letter dated September 7, 1943 enclosing certified copies of policies Nos. 01-904413 and 57-025048 of the Maryland Casualty Company, issued in the name of Brown & Root, Inc., effective May 28, 1943.

It is suggested that the name of the employer in the workmen's compensation insurance policy be amended to read, "Brown & Root, Inc. and George R. Brown", inasmuch as our agreement is so worded. In view of the fact that the contractor has not obtained occupational disease insurance we assume that little or no exposure exists and we, therefore, do not insist that the coverage be provided at this time.

The name of the insured in the public liability policy should be amended to include George R. Brown and should also include Metals Reserve Company as an additional insured. The limits of liability in this policy should be increased from \$50/100,000 to \$100/100,000, in accordance with our requirements. Inasmuch as there is no automobile exposure at this time it will not be necessary to obtain an automobile liability policy.

Subject to the corrections requested above, the policies are in acceptable form.

**Very truly yours,**

(signed) H R Stephenson

**HUGH R. STEPHENSON**  
**Acting Administrative Assistant**

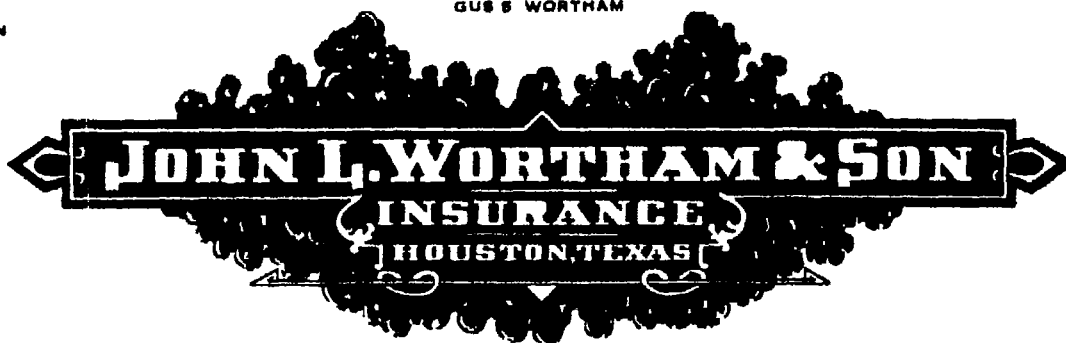
WLB/es

cc: Brown & Root, Inc. & George R. Brown

cc: Mr. Clement

BI 000010053





September 7, 1943

Mr. Ray W. Berrett, Administrative Assistant  
Metals Reserve Company  
Washington, D. C.

Re: Webb City, Missouri, Zinc and Lead Development Work

Dear Mr. Berrett:

Brown & Root, Inc., has asked us to forward to you for them the attached certified copies of policies #01-304413 and #57-025048 in connection with their captioned operations. These policies provide Workmen's Compensation and Employers' Liability and Contractors' Direct Public Liability and Contractors' Protective Public Liability Insurance on such operations. You will observe that these policies are both dated May 28, 1943, and are written for the term of one year. It is only through oversight that Brown & Root failed to pass these policies to you promptly upon their issuance and have inadvertently retained them in their file here.

We are referred to your July 20 letter addressed to this insured wherein you enclosed a copy of your operations memorandum #MRC-4 on the subject of insurance requirements. In this memorandum, it is noted that you will require Workmen's Compensation and Employers' Liability Insurance covering the statutory obligations of the contractor and that if it is determined that occupational disease exposures exist, you will also require coverage in connection with such diseases subject to limits of \$5,000/\$25,000.00. The attached Workmen's Compensation policy #01-304413 does not now provide coverage for occupational diseases but should you deem this additional coverage necessary or desirable, it could be added now by appropriate endorsement.

It is also noted that your requirement is for a Comprehensive General Liability policy with limits of \$100,000/\$100,000.00. The attached copy of Public Liability policy #57-025048 is not actually a comprehensive form although it does provide coverage both on the contractor's own operations and protective coverage because of sub-contractors. You will notice that the limits of liability as respects their direct operations are \$40,000/\$100,000.00 and the limits on the independent contractor's operations are \$50,000/\$100,000.00. Since neither the form of the policy itself or the limits of liability provided are in conformity with your requirements as

BI C0C010354

Mr. Ray W. Barrett-2--September 7, 1943

outlined in your memorandum #MRC-4, we are wondering if you will accept the attached copy of policy in its present state or will you accept it subject to endorsement increasing the limits or will you in any event require it to be canceled and replaced with the comprehensive form policy at the designated limits? This question is raised for the reason that this policy was actually written and outstanding prior to the issuance of your above referred to memorandum and neither Brown & Root nor ourselves are certain whether your memorandum has the effect of requiring outstanding insurance policies to be revised or whether it is outlining requirements in connection with contracts or agreements which should be executed subsequent to July 8, the date of your memorandum.

Another requirement in your memorandum is for Comprehensive Automobile Liability with Bodily Injury limits of \$100,000/\$100,000.00 and Property Damage limits of \$5,000.00. We are definitely advised by our insured that they neither own nor hire for use, in connection with this work, any automobiles. This being the case, we wonder if your requirement for the Comprehensive Automobile Insurance will be waived or will you, nevertheless, require that such automobile liability insurance be carried.

Please be assured that it is Brown & Root's earnest desire to see that their insurance coverage is arranged in the manner required by you and that they should appreciate very much hearing from you on the points raised herein before proceeding to make any change in the way their policies now stand.

Yours very truly,

JOHN L. WORTHAM & SON

By: *Reynolds Jones*

EG:cc

Encls.

cc: Brown & Root, Inc.

cc: Mr. D'Arcy M. Cashin

Attention: Mr. Burkhardt

61 000010055

METALS RESERVE COMPANY

Washington, D C

April 6, 1943

C

O

P

Y

Brown & Root, Inc  
and  
George R Brown  
P O Box #3  
Houston, Texas

Gentlemen

Re Webb City, Missouri, Zinc and Lead  
Development Work

Because of the urgent need for additional production of zinc and lead, and pursuant to the letter of recommendation of the War Production Board dated March 30, 1943, Metals Reserve Company proposes to undertake certain exploratory work on mining leases located in Township 27, 28 and 29 North, Range 32 and 33 West, all in Jasper County, Missouri, such lands being leased by George R Brown (which have heretofore been examined by the Bureau of Mines), to determine whether the future development of the properties is warranted

Subject to the terms and conditions hereinafter set forth, Metals Reserve Company will advance to you, if and as required, the sum of not to exceed \$80,000 for such exploratory work. The work shall be undertaken in such location and manner as may from time to time be approved by us, but the money shall be expended and the work performed under your direction and control as an independent contractor, subject to the following conditions,

1 There will be promptly submitted to us for our approval the proposed program of operations, including estimates of amount and cost of churn drilling, sampling, assaying arrangements and from time to time such other engineering data as may be requested to determine the feasibility of developing the properties. Prior to the purchase or acquisition of equipment, facilities, materials or supplies, or to the contracting for such equipment, facilities, materials or supplies to carry out this program, there will be submitted to us preliminary estimates of the cost thereof. It is agreed that any personal property acquired through funds advanced by us will be subject to removal at any time from the real property upon which they are located or affixed, and such personal property shall belong to Metals Reserve Company. You will make the necessary arrangements with lessors to accomplish this result.

EXHIBIT "B"

D'COCCO 1

2 The operations will be conducted in an efficient, economical manner, and in accordance with the accepted practices and pursuant to such instructions as we may issue from time to time. There will be maintained adequate and satisfactory books, records and maps, all of which shall be available to us for examination and audit. Progress reports and other information will be furnished to us upon our request. In addition our representatives and employees shall have the right to enter upon the leased premises and to inspect same and the work being undertaken thereon at any reasonable times. Your employees on this work shall not be considered our employees for any purpose. No assignment of the aforesaid leases nor any sub-leases shall be made of the above mentioned premises without our consent in writing.

3 The funds disbursed by us shall be used solely to carry on the work herein contemplated and to pay expenses incurred in good faith in the performance of such work, including labor, power, supplies, machinery, equipment and other costs and expenses incurred by you directly or as compensation to contractors employed by you. All such expenses shall be incurred only upon receipt of authorization by us, but excluding (without limitation) any remuneration to you or your agents for attorneys' fees, taxes of all kinds, royalties or other costs, charges or expenditures made by you or other costs or expenses not actually paid or incurred as a result of operations contemplated hereunder. In the event of dispute as to the amount expended or costs incurred in connection with this program, the matter shall be referred to a mutually satisfactory certified public accountant, whose determination shall be final and the basis of settlement.

4. There will be established a revolving fund in an account designated "Brown & Root, Inc. - Metals Reserve Company Operating Account" in the Webb City Bank, Webb City, Missouri, and an initial deposit of \$50,000 will be made. The fund may be replenished from time to time within the aforesaid \$80,000 allocation upon your request, supported and accompanied by your requisition and certificate in form satisfactory to us, itemizing all disbursements made from such fund and certifying the amounts of such disbursements and the necessity and reasonableness thereof.

5 It is agreed that the provisions set forth in Exhibit A attached hereto are made a part of this agreement with the same force and effect as if fully set forth herein, Brown & Root, Inc, and George R Brown being referred to in said Exhibit A as "Contractor" and Metals Reserve Company being referred to therein as "Metals Reserve".

EXHIBIT A

6 Upon conclusion of the exploratory program undertaken pursuant to this agreement, which shall be completed within four months from date hereof, the results thereof will be reported to us immediately. In the event the indicated ore reserves, in your opinion, justify undertaking the operation of the mining properties, you will notify us within thirty days from date of the report whether or not you desire to operate for your own account. If you elect to operate for your account, it is hereby agreed you will reimburse Metals Reserve Company for any sums advanced hereunder on the following basis:

You will proceed to develop and operate, or cause to be developed and operated said leases in a manner designed to obtain the largest production of zinc and lead ores consistent with good mining practices, to mill, treat and concentrate or cause to be milled, treated and concentrated all ore obtained from said leases and produce therefrom marketable grades of zinc and lead concentrates and authorize and instruct the smelter to which such concentrates are sold to pay us \$10 per ton of zinc concentrates and \$15 per ton of lead concentrates until the entire amount of any and all advances made hereunder have been repaid together with interest thereon from the respective dates of disbursement until paid at the rate of 4% per annum, and provided further that this Company shall have the right to purchase the entire production of ore at prices to be agreed upon, from which there shall be deducted the above amounts to repay our advances plus 4% per annum. Provided further, that any balance remaining unpaid on June 1, 1944 shall promptly be paid in full.

7. In the event you elect not to proceed as provided in paragraph 6 above, then in consideration of the advances made as herein provided, we shall be entitled to receive at our election unconditional delivery of any or all leases now held or hereafter acquired by you covering properties located in the Webb City area, together with valid assignments thereof in recordable form, in our favor. Prior to any disbursement hereunder any leases and assignments then held by you shall be delivered in escrow with the Webb City Bank, Webb City, Missouri, subject to the terms hereof. For identification a list of leases now held by you is attached hereto as Exhibit B.

8. It is hereby warranted by you that each such lease is and will be during the period of this agreement a valid and subsisting instrument of lease entitling you as lessee to operate and perform the above program during the

Page 4

Brown & Root, Inc and George R Brown

term thereof, that the same is assignable and if any defects are found as to lessor's title or as to the lease or assignment the same shall be cured by the lessor or by you and without expense to us

If the performance of any part of this agreement by either party is prevented, hindered or delayed by reason of any cause or causes beyond their control, then such party shall be excused from such performance during the continuance of any such happenings or events.

Please indicate your confirmation of the foregoing by signing the enclosed copy of this letter, which will then constitute the agreement between Brown & Root, Inc and George P Brown, jointly and severally, and Metals Reserve Company, as of the date hereof.

Sincerely yours,

G Temple Bridgman  
Executive Vice President

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1943  
BROWN & ROOT, INC  
AND  
GEORGE R. BROWN

By /s/ George R Brown

DI COCC10074

METALS RESERVE COMPANY  
WASHINGTON, D C

April 20, 1943

Brown & Root, Inc  
Houston, Texas

Gentlemen

Complying with the telephone request of your attorney, Mr. George A Butler, and in accordance with our telegram of April 14, 1943, the Letter Agreement between you and this Company, dated April 6, 1943, is hereby amended as follows

1- By inserting after the work "kinds" in the eighth line of paragraph 3 thereof the qualification "(except Social Security, Unemployment, Sales, Occupational and other similar taxes)"

2- By deleting paragraph 8 and substituting therefor "8 Prior to any drilling or other exploratory work on any property, you will furnish to Metals Reserve Company, at your expense, satisfactory title opinions with respect to the lease covering such property with the understanding that title opinions on all properties, on which you hold leases, will be furnished as soon as possible Such title opinions shall state that each lease covered thereby is assignable and that you are not in default under the terms of such lease or leases "

All other terms and conditions of the Letter Agreement dated April 6, 1943 remain unchanged.

Please indicate your confirmation of the foregoing amendments by signing the attached copy of this letter and returning it to us

Sincerely yours,

G Temple Bridgman  
Executive Vice President

enc

CONFIRMED this 24th day of April, 1943

BROWN & ROOT, INC

By /s/ George R Brown  
(Title)

EXHIBIT "C"

BI C0C0100.5

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. H. BLANTON JR.  
FRANK J. KNAFF  
CHARLES H. DRAVER

**September 3, 1943.**

**In re: Webb City Project Area**

**Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.**

**Attention: Mr. R. G. Wilson,  
Assistant General Counsel**

**Gentlemen:**

We have received and examined title opinion of Messrs. Spencer and McPherson dated August 31, 1943, covering a tract of land designated as Tract No. 18 on the master map of the Central Drainage District of Webb City, Missouri, which property is more particularly described as follows:

All of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4), except the Railroad Rights of Way, (Being Miscellaneous Tract Numbered 5) Section 17, Township 28, Range 32.

Also all of the Northwest of the Southwest Quarter, except Railroad Rights of Way and except public roads, (Being Miscellaneous Tract Numbered 6) Section 17, Township 28, Range 32, all in Jasper County, Missouri.

We recommend that the objections contained in such title opinion as to the above-described tract be waived.

BR.CC0010378



**Metals Reserve Company -- E.**

It is our opinion that a lease taken on the 23rd day of December, 1942, made by Glens M. Aylor to George R. Brown is a valid and subsisting lease thereon, subject to the objections set out in such opinion of August 31st by Messrs. Spencer and McPherson, which objections we recommend be waived, and that said lease is assignable, and that the said George R. Brown is not in default under the terms of such lease.

Yours very truly,

*Butler & Bunton*

**FJK:W**

cc -- Messrs. Spencer and McPherson  
- Mr. George R. Brown  
- Mr. D'Arcy M. Cashin

**BI COC01C079**

C O P Y

P. O. Box 229  
Joplin, Missouri  
August 21, 1943

AUG 21 1943

Mr. W. C. Beck, Jr.  
Ass't Treasurer, Metals Reserve Co.  
811 Vermont Avenue  
Washington, D. C. (25)

Dear Sir:

Reference File AA-217

In accordance with your request expressed in your letter of May 29th and your wire of August 14th, 1943 addressed to Brown & Root, Inc. at Houston, Texas and your telephonic instructions to me at Joplin, Missouri, I am hereby transmitting to you an original and two certified copies of a Power of Attorney from George R. Brown for me to make application to the Metals Reserve Company for the replenishment of the revolving fund on the account entitled Brown & Root, Inc. & George R. Brown acting for and in behalf of the Metals Reserve Company in the Webb City Bank, Webb City, Missouri and to execute on behalf of George R. Brown, Metals Reserve Company's form MRC, Form G-1 and any and all forms prescribed by the Metals Reserve Company for the replenishment of such revolving fund.

Enclosed, herewith, please find also two original copies and one photostatic copy of a resolution passed at a meeting of the majority of the the directors of Brown & Root, Inc. authorizing me to make an application in behalf of this corporation to the Metals Reserve Company for replenishment of the revolving fund in an account entitled Brown & Root, Inc. and George R. Brown acting for and on behalf of the Metals Reserve Company, Webb City Bank, Webb City, Missouri and to execute in behalf of this corporation Metals Reserve Company's form MRC, Form G-1, thereby ratifying and confirming any and all acts of D'Arcy M. Cashin in making application in behalf of this corporation to the Metals Reserve Company for the replenishment of such revolving fund and executing in behalf of this corporation Metals Reserve Company's form MRC, Form G-1.

I trust that these instruments will satisfy your requirements and that the funds needed by us to replenish our revolving fund will be available within a short time.

Thanking you sincerely for your many courtesies, I am,

Very truly yours,

BROWN & ROOT, INC.

By

D'Arcy M. Cashin, Agent

DAC/MRC

BI 00C010080

August 19, 1943

Mr. D'Arcy M. Cashin  
Connor Hotel  
Joplin, Missouri

Dear Sir:

In Accordance with our conversation and telegram there are enclosed, each in duplicate,

- 1 certified copy of a resolution from Brown & Root, Inc., and
- 2 power-of-attorney from George R. Brown.

These instruments grant to you the authority to sign, for Brown & Root, Inc. and George R. Brown, MRC Form O-1, "Requisition and Certificate For Replenishing Revolving Fund."

We are of the opinion that the power-of-attorney previously given you is sufficient, but since Metals Reserve holds the purse strings, there is no sense arguing about it.

For your information a copy of Mr. Beck's telegram is also enclosed along with his letter of May 29, 1943 that, through oversight, was filed without handling.

Yours very truly,  
BROWN & ROOT, INC.

Carl Burkhardt, Jr.

CB:mjd

Enc. 4

LI 000010001

May 29, 1943

Brown & Root, Inc. and  
George R Brown  
P O. Box No 3  
Houston, Texas

Gentlemen

Pursuant to the provisions of our Agreement with you, the Federal Reserve Bank of Kansas City is being authorized and requested to issue and forward for deposit in the Webb City Bank, Webb City, Missouri, in an account entitled "Brown & Root, Inc. and George R. Brown, Acting for and on behalf of Metals Reserve Company" a check in the amount of \$32,000.00, representing the establishment of the revolving fund. This fund is to be used by you in payment of costs and expenses incurred in connection with your operation.

We are enclosing herewith a form of requisition and certificate to be used in requesting replenishment of the revolving fund, together with copies of Operations Memoranda No MRC-1 and 2 for your information and guidance. It is only necessary to consider those portions of the memoranda which are applicable to your operation.

In accordance with the last paragraph under "Reimbursement Procedure" in Memorandum MRC-1, you are requested to notify this Office of the persons authorized to sign the certificate on MRC Form O-1 (Revised). Evidence of such action, together with specimen signatures, in duplicate, of the persons designated, should accompany the notification. Upon receipt thereof, the Federal Reserve Bank of Kansas City will be authorized to issue and forward to the Webb City Bank, Webb City, Missouri, checks in the amounts requested by you, upon receipt of MRC Form O-1 (Revised) properly executed, in duplicate.

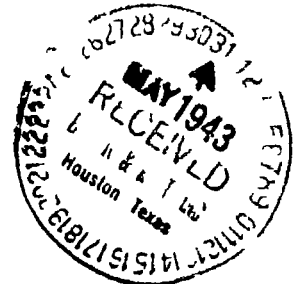
Very truly yours,

W. C. Beck, Jr.  
Assistant Treasurer

**Enclosures**



BR 000010082



**METALS RESERVE COMPANY**  
**WASHINGTON D C**

OPERATIONS MEMORANDUM NUMBER MRC 1

TO CORPORATIONS ACTING FOR METALS RESERVE COMPANY

SUBJECT Procedure under Agreements

All reports, notices, forms, etc , required by contracts and by this Memorandum to be submitted to Metals Reserve Company should be directed to the company at 811 Vermont Avenue, N W , Washington, D C

1 REIMBURSEMENT PROCEDURE

Attached hereto is a form of requisition and certificate (MPC Form O-1) to be used in obtaining reimbursement of funds expended from revolving funds pursuant to the terms of the Agreement with this Company. If desired, you may have a supply of such form printed, otherwise a typed copy of the form is satisfactory. It is requested, however, that the dimensions of the forms used conform to the specimen attached. Additional sheets, if necessary, should be attached to MRC Form O-1 on which it will not be necessary to show the requisition and certificate.

Upon commencement of operations, periodic requisitions contemplated in the Agreement should be submitted on MRC Form O-1, which should be forwarded in duplicate to the Federal Reserve Bank designated by Metals Reserve Company, for reimbursement. No supporting documents should be attached to MRC Form O-1, but all such documents must be retained in the files of the separate records required by the Agreement.

The monthly management charge or other fee or compensation, if any, should not be paid to operating companies or agents from funds on deposit in the revolving fund. In lieu of such procedure, operating companies should forward their invoice to this Company in duplicate showing the calculation of the charge. Such invoices should be certified by an officer of the company in the following form:

"I certify that the above bill  
is true and correct and that payment  
has not been received"

Such invoices will be paid by checks issued from the Washington office of this Company. The proceeds of such checks should not be deposited in the revolving fund account but record of the payment should be made on the separate books maintained, by journal entry.

Canceled checks will constitute sufficient receipts in all cases where payments are made by check and accordingly, it will be

BC00010083

unnecessary to obtain receipted copies of invoices covering disbursements so made.

This Company should be notified of the employees who may be duly authorized by your Board of Directors to sign the certificate on MRC Form O-1. Evidence of such action of your Board, together with specimen signatures in duplicate, should accompany the notification. Upon receipt of such notification, you will be promptly advised of the Federal Reserve Bank designated by this Company to make replenishment of the revolving fund.

## 2. FILES AND RECORDS

It is to be clearly understood that all files and records, paid invoices, pay rolls, canceled checks, etc., relating to operations under the Agreement are the property of this Company. To the extent, therefore that you may desire copies thereof, arrangements should be made accordingly.

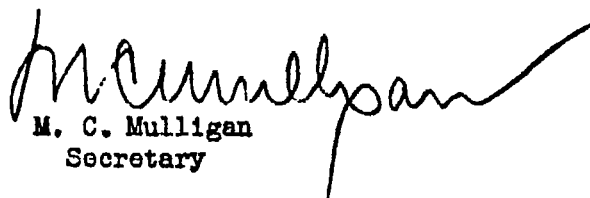
## 3 FORMS

As in the case of the Form accompanying this Memorandum, certain forms will be prescribed by this Company from time to time as the necessity arises. It is realized, however, that other forms will be prepared by you for use in connection with operations. In all such cases where a form is to be used in transactions involving outside parties, such as a purchase order form, specimen copies should be submitted to this Company for approval before being printed or used.

## 4 TAXES

As a matter of administrative policy it has been determined that this Company will not exercise its right to exemption from Federal taxes, except Federal income taxes, in connection with operations such as you are conducting. Accordingly, such taxes should be paid in the normal course of operations and reimbursement therefor will be obtained in the same manner as other expenses. Any instructions which you may have received heretofore to the contrary should be disregarded.

It is intended, however, that this Company, as an instrumentality of the Federal Government, shall claim its right to exemption from all State and local taxes (other than real estate taxes) and you should be guided accordingly.

  
M. C. Mulligan  
Secretary

ELC00010084

Requisition and Certificate  
For  
Replenishing Revolving Fund  
Under Contract (Agreement) dated \_\_\_\_\_  
Between Metals Reserve Company and  
\_\_\_\_\_

To Metals Reserve Company  
Washington, D C

No \_\_\_\_\_  
Date \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Requisition -- In accordance with the above Contract, the undersigned Company hereby requests that the revolving fund in \_\_\_\_\_  
\_\_\_\_\_ (Bank) designated as " \_\_\_\_\_ " be replenished in the sum of \$ \_\_\_\_\_, being the amount of the net disbursements as listed below. The check in reimbursement thereof should be made payable to the above Bank for deposit to the aforesaid Account. We agree that the funds so deposited will be used solely to carry out said Contract and that such disbursements are subject to post audit by your Auditors or such firm of independent Auditors as may be designated or approved by your Company.

Certificate -- We hereby certify that the net disbursements by us from said revolving fund during the period from \_\_\_\_\_ to \_\_\_\_\_ inclusive amounted to \$ \_\_\_\_\_ as itemized below, that the materials covered thereby have been billed and/or received and the services (including services of employees) have been performed that the charges for materials supplied and services rendered are reasonable and just and the expenditures therefor were necessary and in accordance with the above Contract, that the credits listed are true and correct and represent all cash receipts for the aforesaid period, and that the items listed are supported in our files by invoices, receipts, or pay rolls and other supporting data which are subject to and available for such aforesaid post audit.

By \_\_\_\_\_  
Authorized Officer

Voucher No or	Invoice Date	Vendor	Description	Amount
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**METALS RESERVE COMPANY  
WASHINGTON, D C**

December 31, 1942

OPERATIONS MEMORANDUM NUMBER MRC 2

TO AGENTS OF METALS RESERVE COMPANY

SUBJECT: Procedure and Policies under Contracts or Agreements

All progress reports, budgets, and notices, required by Contracts or Agency Agreements should be sent in triplicate to Mr S H Petterson, Administrative Division, Metals Reserve Company, 811 Vermont Avenue, N W , Washington, D C.

1 REIMBURSEMENT PROCEDURE (Revolving Fund)

See Operations Memorandum Number MRC 1. (Note Revised Certificate for future use)

2 OPERATING BUDGETS

Unless your Contract or Agreement provides that an operating budget be submitted more frequently, you are requested to forward to us for approval 30 days before the beginning of each quarterly period a budget for the quarter setting forth in reasonable detail an estimate of expenditures for operating and maintenance expenses and an estimate of expenditures for non-recurring items such as office furniture and equipment

3 EQUIPMENT AND CONSTRUCTION BUDGETS

If the Agreement provides that you will purchase machinery and mine or mill equipment for our account, or that certain construction will be undertaken by you for our account (namely, ore storage bins, stockpile facilities, roadways, spurs, pilot plant, etc ) you are requested to submit for our prior approval a budget covering in detail the estimated cost of such items, appropriately classified and segregated, eliminating from such budgets any expense for State or local sales taxes, since this Company is exempt from such taxes

4 PROGRESS REPORTS

For our use, as well as for the War Production Board, please provide us with a monthly progress report, summarizing the operations for the month and showing the current status of the operating program in relation to the entire project contemplated by the Agreement For your guidance in preparing such a report, an outline of the information desired is attached hereto, Exhibit A -

5 AUDITS

If your Contract or Agreement provides that periodic audits will be made by Public Accountants to be approved by Metals Reserve Company, and you have not already done so, please submit the name of a firm of accountants you recommend to make such audits and obtain for us the fee rates to be charged by classification of accountants After approval we may ask you to arrange to have a representative of the accounting firm discuss with us the scope of the audit to be made

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6 TRIAL BALANCE

In addition to the reports referred to above, you are requested to submit once a month a trial balance of general ledger accounts, including a detailed statement of all automotive equipment held for the account of Metals Reserve Company

7 FILMS AND RECORDS

See Operations Memorandum Number MRC 1

8 FORMS

See Operations Memorandum Number MRC 1

9 INVENTORY OF EQUIPMENT AND PARTS, ETC

Operating tools and equipment purchased for the account of Metals Reserve Company should be satisfactorily identified by inventory record tags, or by other means, indicating Metals Reserve Company's ownership

A perpetual inventory record of materials and supplies purchased for operating purposes should be maintained, in order to facilitate control and auditing

10 TAXES (State, Local, Sales, etc )

See Operations Memorandum Number MRC 1

Since Operations Memorandum Number MRC 1 was issued, a federal tax has been imposed on freight by Section 620 of the Revenue Act of 1942 Metals Reserve Company is specifically exempt from this tax and will not waive its exemption Accordingly, Agents should not pay this tax on freight paid for the account of this Company by the Agent or Operating Company, in the United States on transportation in the United States of property consigned to or by this Company Purchases are exempt from State sales taxes

11 TRAVEL EXPENSES

It is desirable in so far as possible to set up uniform standards for travel expenses which the auditors may follow in auditing the expenditures made by your officers or employees from Metals Reserve Company funds

Agents may wish to establish standard subsistence allowance for their employees when absent on official business The usual government allowance, exclusive of travel, is \$6.00 per day within the United States and \$7.00 per day outside the United States. Agents may already have such arrangements in effect If not, however, and if you prefer, subsistence as well as necessary travel expenses would be allowed as reimbursable items of cost, on the following basis:

(a) Standard lower berth, or seat in pullman, parlor or chair car will be allowed Round trip tickets should be purchased where a

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saving can be effected Pullman stubs should be retained by employee and attached to his expense account form

(b) A receipted hotel bill should be obtained by officer or employee and attached to his expense account form No receipt is necessary for meals, taxis, tips, etc Hotel rooms should be single rooms at reasonable rates prevailing in the particular city

(c) The use of extra fare trains, air travel, accommodations other than lower berth, etc, should be allowed only in unusual circumstances and should be authorized in advance by the chief operating official of the project

(d) Entertainment expenses, or expenses of anyone other than officer or employee rendering the expense account, are not to be allowed as reimbursable items of cost Telephone, telegraph and unusual expenses should be explained

In cooperation with the present government program, rail transportation should be used in place of automobiles whenever practicable It is the general policy of the Company to allow \$ .05 per mile for privately owned automobiles used for official business

## 12 AUTOMOBILES AND TRUCKS

Title to automobiles and trucks purchased with Metals Reserve Company funds should, in states requiring title registration, be registered in the name of Metals Reserve This is in line with our agreement which provides that personal property will be held in our name by the Agent

State license plates should be applied for in the name of Metals Reserve Company as owner of the car or truck and exemption should be claimed from any taxes based upon the ownership of the car or truck and any taxes based upon the issuance of the license plates However, where the license plates are issued for a service fee as distinguished from a tax, the fee should be paid

## 13 SALARIES

In order that there may be no later misunderstanding, it is requested that, as soon as possible, a list be submitted showing the name and title of each employee engaged exclusively in work covered by our Agency Agreement whose salary or compensation is in excess of \$3,600 per year Any contemplated changes thereafter should be submitted to us for approval accompanied by

- I Certificate of the Agent, in duplicate, stating
  - (a) the individual's name, (b) his old and new position, (c) his old and new wage or salary, (d) that the adjustment is within one of the exceptions from the requirement of approval

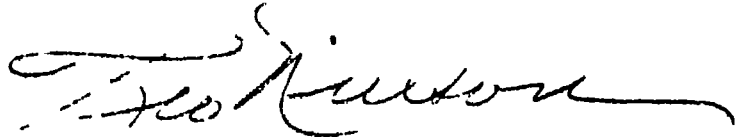
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authorized by the Act of October 2, 1942 (Public No 729, 77th Congress, 2d Session), Executive Order No 9250 and the regulations and orders thereunder, and (e) the specific exception involved, or

- II An approval of the adjustment by the Director of Economic Stabilization, the National War Labor Board, the Commissioner of Internal Revenue, or other governmental authority having jurisdiction

Salary or wage increases to less than \$3,600, while not requiring our approval, should, of course, be cleared with the proper governmental authority having jurisdiction



Leo Nielson  
Secretary

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EXHIBIT A

OUTLINE OF SUGGESTED AGENCY PROGRESS REPORT

(Submit information in triplicate in the order and manner indicated in subject headings applicable to the work being carried on under your Agency Agreement with Metals Reserve Company)

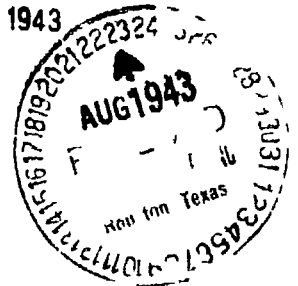
- 1 ) Mining, Exploration and Development  
Submit assay map of mine, in section or plan, (but not composites) suitable for posting progress, showing location, width and assay result of each sample taken  
Tonnages and grades of ore mined and ore developed  
Costs of mining and development work  
Monthly report showing this month, last month, year to date
- 2 ) Purchasing  
Tonnages and grades  
Costs  
Monthly report showing this month, last month, year to date
- 3 ) Treatment  
Tonnages and grades of ore, concentrates and tailings  
Costs of treatment and total cost of product per ton and per unit of contained metal  
Monthly report showing this month, last month, year to date
- 4 ) Disposal  
Tonnages and grades stockpiled, shipped to own treatment plant, shipped elsewhere  
Costs  
Monthly report showing this month, last month, year to date  
This should include quantity, cost and selling price of any materials sold
- 5 ) Metallurgical research  
Monthly report of tests made. If results cannot be reported monthly, brief reports of what work is being done and what results are expected
- 6 ) Construction  
Monthly report should show cumulative control costs and percentage of total construction completed, by major construction units  
Copy of corresponding Defense Plant report should be submitted, in case the construction is by Defense Plant
- 7 ) Summary  
Progress in relation to the whole agency program should be briefly summed up

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*Brown & Root*

METALS RESERVE COMPANY  
WASHINGTON D C

AUG 19 1943



Mr. D'Arcy M. Gaskin,  
P. O. Box 289,  
Joplin, Missouri

Re: Brown & Root, Inc.  
Contract No. 44-417

Dear Mr. Gaskin:

We thank you for your report of August 9 relating to July operations, with which was transmitted detailed Drill Records, maps of the South Drainage Area and Webb City Bank statement of the Brown & Root account as of July 31, all in triplicate.

We note that with your July report you have discontinued placing the calculated assay data on the maps, which is in accordance with the suggestion contained in Mr. Norton's letter to you of August 16. We agree that the final map entry of this information should be deferred until thoroughly checked and until the reserves blocks have been at least tentatively determined. However, a tabulation of the calculated assay data, in the form referred to in Mr. Norton's letter, would be desirable as a supplementary portion of your future monthly reports, even though it may be subject to subsequent revision or modification.

Very truly yours,

W. B. Clement

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**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS

AUG 1943

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. H. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAPE

August 18, 1943.

In re: Webb City Project Area

Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.

Attention: Mr. R. G. Wilson,  
Assistant General Counsel

Gentlemen:

We have received and examined title opinion dated August 3, 1943, prepared by Messrs. Spencer and McPherson, attorneys of Joplin, Missouri, covering a tract of land designated as Tract No. 25 on the master map of the Central Drainage District of Webb City, Missouri, and which property is more particularly described as follows:

All of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-one (21) and the North Half of the Southwest Quarter (N 1/2 of the SW 1/4) and the West Half of the Northwest quarter (W 1/2 of the NW 1/4) of Section Twenty-eight (28), and the East Half of the Northeast quarter (E 1/2 of the NE 1/2) of Section Twenty-nine (29) all in Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

We recommend that the objections contained in such title opinion as to the above described Tract No. 25 be waived.

It is our opinion that a lease taken on the 29th day of October, 1942, from Connor Investment Company to George R. Brown on the above described tract is a valid and subsisting lease thereon, subject to the objections set out in such opinion of August 3, 1943, by Messrs. Spencer and McPherson, which objections we recommend

Metals Reserve Company - 2.

be waived, and it is further our opinion that such lease is assignable and that the said George R. Brown is not in default under the terms of said lease.

Yours very truly,

*Butler & Bookman*

FJK:w

cc ✓ Mr. George R. Brown  
Houston, Texas

- Mr. D'Arcy M. Cashin  
Connor Hotel  
Joplin, Missouri

BI 000010395

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**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICH  
WM. N. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAPEAU

August 18, 1943

In re: Webb City Project Area

Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.

Attention: Mr. R. G. Wilson,  
Assistant General Counsel

Gentlemen:

We have received and examined title opinion dated July 31, 1943, prepared by Messrs. Spencer and McPherson, Attorneys of Joplin, Missouri, covering a tract of land designated as Tract No. 22 on the Master Map of the Central Drainage District of Webb City, Missouri, and which property is more particularly described as follows:

The Southwest quarter (SW 1/2) of the Southwest quarter (SW 1/2) of Section Seventeen (17), Township Twenty-eight (28), Range Thirty-two (32) except the Missouri-Pacific Railroad Right-of-way and except the Frisco Railroad Right-of-way, same being Miscellaneous Tract Numbered Seven(7) in said Section, Township and Range in Webb City, Jasper County, Missouri.

The Southeast quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

The East half (E 1/2) of the Northwest quarter (NW 1/4) of Section Twenty (20), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

The Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Twenty (20), Township Twenty-eight (28), Range Thirty-two (32), Except Railroad Right-of-way, same being Miscellaneous

C O P Y

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**Metals Reserve Company - 2.**

ous Tract Numbered Three (3) in said Section, Township and Range in Webb City, Jasper County, Missouri.

The Southwest quarter (SW 1/2) of the Northwest quarter (NW 1/4) of Section Twenty (20), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri, Except Railroad Right-of way, same being Miscellaneous Tract Numbered (4) in said Section, Township and Range, Webb City.

The Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section Twenty (20), Township Twenty-eight (28), Range Thirty-two (32) Except Railroad Right-of-way and except public road, same being Miscellaneous Tract Numbered Five (5) in said Section, Township and Range in Webb City, Jasper County, Missouri.

The Northeast quarter of the Southwest quarter (SW 1/4) of Section Twenty (20), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

The Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Twenty (20), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

We recommend that the objections contained in such title opinion as to the above described tract No. 22 be waived.

It is our opinion that a lease taken on the 12th day of November, 1942, from Missouri Zinc Fields Company to George R. Brown on the above described tract is a valid and subsisting lease thereon, subject to the objections set out in such opinion of July 31, 1943, by Messrs. Spencer and McPherson, which objections we recommend be waived and it is further our opinion that such lease is assignable and

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Metals Reserve Company - 3.

that the said George R. Brown is not in default under  
the terms of said lease.

Yours very truly,

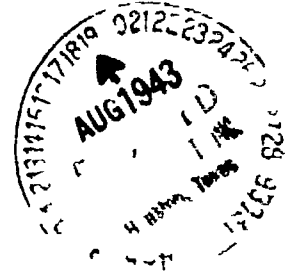
*Butler & Berman*

FJK:w

cc - Mr. D'Arcy M. Cashin  
Connor Hotel  
Joplin, Missouri  
- Mr. George R. Brown  
Houston, Texas

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**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS



August 18, 1943.

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. NICH  
WM. N. BLANTON JR.  
FRANK J. EMERY  
CHARLES H. DRAVER

In re: Webb City Project Area

Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.

Attention: Mr. R. G. Wilson,  
Assistant General Counsel

Gentlemen:

We have received and examined title opinion dated August 3, 1943, prepared by Messrs. Spencer and McPherson, attorneys of Joplin, Missouri, covering a tract of land designated as Tract No. 25 on the master map of the Central Drainage District of Webb City, Missouri, and which property is more particularly described as follows:

All of the South Half of the South Half (S 1/2 of the S 1/2) of Section Twenty (20) and the North Half of the Northwest Quarter (N 1/2 of the NW 1/4) and the West Half of the Northeast Quarter (W 1/2 of the NE 1/4) of Section Twenty-nine (29) all in Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

We recommend that the objections contained in such title opinion as to the above described Tract No. 25 be waived.

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Metals Reserve Company - 2.

It is our opinion that a lease taken on the 29th day of October, 1942, from the Connor Investment Company to George R. Brown on the above described tract is a valid and subsisting lease thereon, subject to the objections set out in such opinion of August 3, 1943, by Messrs. Spencer and McPherson, which objections we recommend be waived. It is further our opinion that such lease is assignable and that the said George R. Brown is not in default under the terms of such lease.

Yours very truly,

*Butler & Butler*

FJK:w

cc - Mr. George R. Brown  
Houston, Texas

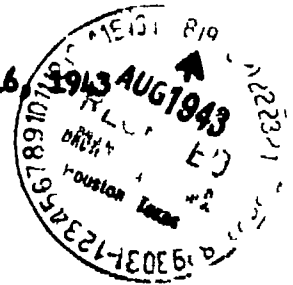
- Mr. D'Arcy M. Casnin  
Connor Hotel  
Joplin, Missouri

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**METALS RESERVE COMPANY**

**WASHINGTON, D C**

**August 16,**



**Mr. D'Arcy M. Cashin,  
P. O. Box 229,  
Joplin, Missouri.**

**Re: Brown & Root, Inc.  
Contract No. AA-217**

**Dear Mr. Cashin:**

We thank you for your letter of August 9th, with which was transmitted a re-computed tabulation of data related to the test drill holes completed in June, the original information having been transmitted with your report of July 8, 1943.

Your adoption of the form which transmitted the revised information as compared with the original presentation of the same data on the maps only, would materially assist us in our analysis and study of future reports. We, therefore, suggest that in compiling subsequent reports the calculated assay data and related information be presented substantially in the form and manner recently submitted.

In offering this suggestion, we do not wish to imply that maps are unnecessary. The suggested form would merely supplement the maps and would eliminate the necessity of entering upon them the complete data on each hole, reducing the entrances thereon merely to the position of the hole with its lease and number designation. The latter information would, of course, correspond to related descriptive data entered on the typed form.

We believe that the adoption of the suggested method would not only facilitate the review of your reports at this point, but that it will also materially reduce the work required by you in compiling the reports. It would also tend to reduce the possible introduction of errors by eliminating the necessity for repeated transfer of detailed data to the various maps.

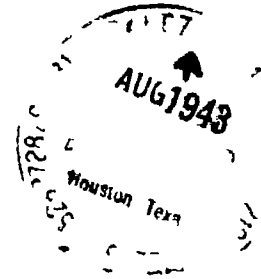
We note that you expect the drilling of the North Drainage area to be completed within the next few weeks after which you are planning a trip to Washington. We will be pleased to discuss and review with you at that time the progress and results of the recent investigation.

**Very truly yours,**

(signed) JO E MORTON  
**JOHN E. MORTON  
Consulting Engineer.**

**1010100001**

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS



GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. N. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAPER

August 6, 1943

In re: Webb City Project Area

Metals Reserve Company  
Lafayette Building  
811 Vermont Avenue  
Washington, D. C.

Attention: Mr. R. G. Wilson  
Assistant General Counsel

Gentlemen:

We have received and examined title opinion dated July 27, 1943, prepared by Messrs. Spencer and McPherson, Attorneys, of Joplin, Missouri, covering a tract of land designated as Tract No. 11 on the master map of the Central Drainage District of Webb City, Missouri, and which property is more particularly described as follows:

The East Half (E-1/2) of the Southwest Quarter (SW-1/4) except 200 feet square in the Southwest corner thereof; the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) and the Southwest Quarter (SW-1/4) of the Northeast Quarter (NE-1/4) and that part of the Southeast Quarter (SE-1/4) of the Northwest Quarter (NW-1/4) lying South of the river, all in section Six (6), Township Twenty-eight (28), of Range Thirty-two (32), Jasper County, Missouri.

We are advised that Mr. Cashin is interested in drilling at this time only on that particular part of the above described tract which is described more fully at Page three of such title opinion of Messrs. Spencer and McPherson as follows:

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Metals Reserve Company -- 2.

The North Half (N-1/2) of Lot One (1) of  
the Southwest Quarter (SW-1/4) of Section Six  
(6), Township twenty-eight (28), Range Thirty-  
two (32),

and we are furnishing our opinion at this time only with  
respect to such described portion of said Tract No. 11.

We recommend that the objections contained in  
such title opinion as to the above-described portion of  
Tract No. 11 be waived.

It is our opinion that a lease from Guy H. Waring  
and Georgia S. Waring dated November 24, 1942, which in-  
cludes said portion of Tract No. 11 above described, is a  
valid and subsisting lease thereon, subject to the objections  
set out in such opinion of July 27, 1943, which objections  
we recommend be waived and that such lease is assignable,  
and that the said George R. Brown is not in default under  
the terms of said lease.

Yours very truly,

*Butler & Bunton*

FJK:W

cc - Mr. George R. Brown

EL000010103

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS



GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. N. BLANTON JR.  
FRANK J. KRAFT  
CHARLES E. DRAPER

July 28, 1943.

In re: Webb City Project Area

**Metals Reserve Company**  
**Lafayette Building**  
**811 Vermont Avenue**  
**Washington, D. C.**

Attention: Mr. A. G. Wilson

Gentlemen:

We have received and examined an opinion dated May 6, 1943 by Spencer and McPherson of Joplin, Missouri, covering that certain tract of land designated as Tract Number 9 on the master map of the Central Drainage District of Webb City, Missouri, and more particularly described as follows:

The Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Six (6), Township Twenty-eight (28), Range Thirty-two (32), hereinafter referred to as Tract One; and the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) and the East Half (E/2) of Lot One (1) of the Northeast Quarter (NE/4) of Section One (1), Township Twenty-eight (28), Range Thirty-three (33), hereinafter referred to as Tract Two; and all that part of the West Half (W/2) of Lot One (1) lying South of Center Creek of the Northeast Quarter (NE/4) of Section One (1), Township Twenty-eight (28), Range Thirty-three (33), hereinafter referred to as Tract Three, all of said property being located in Jasper County, Missouri.

In paragraph 1 and paragraph 6 of such opinion, Messrs. Spencer and McPherson call attention to two outstand-

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**Metals Reserve Company -- 2.**

ing liens. The first of these is a deed of trust lien covering all of the premises herein described given by Fremont Mining & Milling Company to C. M. Harker, Trustee for Horace M. Baker and Loretta A. Baker to secure a promissory note in the sum of \$12,000 and providing for interest at the rate of six per cent. The second of such liens arose out of the mortgage in the sum of \$1,350 payable to Maring & Boggess referred to in conveyance by the Buckeye Land Company to Frank Childress on September 24, 1935, but which mortgage does not elsewhere appear in the abstract.

We have now been advised by Messrs. Spencer and McPherson that they have made investigation as to the first lien above referred to and have determined that the indebtedness secured by such lien has been paid down to \$1,000 principal amount and the interest thereon paid up to June 17, 1934. Apparently the second lien above referred to is still outstanding.

In view of the fact that the leases to George R. Brown provide that lessee may satisfy any lien, taxes or mortgages and will thereupon become subrogated to the rights of the mortgagee or lien holder and since the lien first above referred to has been reduced to a principal amount of \$1,000 and the other lien is in the principal amount of only \$1,350, we recommend that these objections be waived.

In paragraph 3 of their opinion, Messrs. Spencer and McPherson call attention to unpaid state and county taxes. Since the total amount of these unpaid taxes is small and the leases provide that lessee may satisfy and pay off any taxes and thereupon will be subrogated to the rights of the taxing authorities, we recommend that this objection be waived.

We recommend that all other objections set forth in such opinion of Messrs. Spencer and McPherson be waived.

Subject to the above, it is our opinion that a good and merchantable title to the above tract of land is

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Metals Reserve Company -- 3.

vested in Childress Royalty Company and the Buckeye Land Company, each of such companies owning an undivided one-half interest.

The lease from Childress Royalty Company and Buckeye Land Company to George R. Brown is dated April 28, 1943, and was delivered July 19, 1943. This lease contains a condition which we call to your attention, and which reads as follows:

"It is understood and agreed, anything in the attached mining lease or escrow agreement to the contrary notwithstanding, that the said mining lease and escrow agreement are hereby delivered upon the condition that they shall be re-delivered to the Lessor within six (6) months from the date of the delivery thereof unless on or before six (6) months from the said date of delivery, the Metals Reserve Company, or one of its subsidiaries, shall have agreed to make an allocation of funds sufficient for the purposes contemplated, or mining operations shall have commenced thereunder.

"It is further understood and agreed that the date of delivery of the attached mining lease and escrow agreement shall be and is July 19, 1943. It is also understood and agreed that the attached mining lease shall be of no force and effect until it shall have been approved by the Office of Price Administration."

Subject to the above quoted condition, we are of the opinion that such lease is a valid and subsisting lease on the property heretofore described, and that said lease is assignable and that George R. Brown is not in default under the terms thereof.

Yours very truly,

*Butler & Binman*

FJK:W

BT 000010108

July 24, 1948

Mr. D'Arcy M. Cashin  
P. O. Box 229  
Joplin, Missouri

Dear D'Arcy:

Reference the surface drainage and flood protection, I had Ross White look them over and he could not see anything wrong with them from this angle.

He did find a number of mechanical errors in multiplication, additions and transposing of figures and does not know but what these same errors might have been carried on in the original calculations of our yardage involved, which should be checked. He looked at Sheet "A" and "D" but he did not check the others.

We will talk about the general policy on this the first time we are together.

Personal regards, I am

Yours very truly,

---

George R. Brown

GRB:LME

P.S. I am enclosing a letter from Metals Reserve Company for your handling.

GRB

BL000010109

July 24, 1948

Mr. Percy M. Cashin  
P. O. Box 250  
Joplin, Missouri

Dear Mr. Cashin:

Reference the surplus drainage and flood protection,  
I had most likely lost them over and he could not see anything  
wrong with them from this angle.

He did find a number of mathematical errors in  
multiplication, additions and transposing of figures and does  
not know but that these same errors might have been carried on  
in the original calculations of our yardage involved, which  
should be checked. We looked at sheet 5A and 5B but he did  
not check the others.

We will talk about the federal policy on this the  
first time we are together.

Personal regards, I am

Yours very truly,

George F. Brown

GFB:LMH  
P.S. I am enclosing a letter from Nelson Reserve Company for your  
handling.

BF000010110

# METALS RESERVE COMPANY

WASHINGTON, D C

August 3, 1943



Mr. D'Arcy M. Cashin  
P. O. Box 229  
Joplin, Missouri

Re: Brown & Root, Inc.  
AA-217

Dear Mr. Cashin:

We acknowledge with thanks your letter of July 7 submitting financial data on the captioned project as of July 17, 1943.

After having reviewed your program for future churn drill investigation of the various areas, as outlined in the above letter and its four accompanying map exhibits, we find no objection to the proposed plan of procedure. We note, however, that the number of holes included in the total program has been reduced to about 86% of the number mentioned in your letter of July 8, due apparently to an increase in costs over those formerly estimated.

With reference to the proposed future investigation we have noted several discrepancies between the data appearing in your letter and on the maps with respect to the number of proposed holes assigned to the various areas. For your comparison of these differences, we are listing each set of data immediately below. We will appreciate having your comments as to which figures are correct.

## Plate No. 1

	Your Map <u>Shows</u>	Your Letter <u>Indicates</u>
NE NE 12-28-33 12-2, 12-9, 2 Unmarked	4	3
SE SE 1-28-33 1-6, 12-7	2	1
SW NE 12-28-33 14-2, 14-3, 14-4, 14-5, 3 Unmarked	7	5
SE NW 12-28-33 12A-7, 4 Unmarked	6	2
NW SE 12-28-33 11-10, 11-14, 11-15	3	2
NE SE 12-28-33 11-11, 11-16	2	1
TOTAL.....	<u>24</u>	<u>14</u>

We fail to find designated on the map the areas described as N $\frac{1}{2}$  and S $\frac{1}{2}$ , Lot No. 2, SW $\frac{1}{4}$  of Section 7-28-32, in which, your letter states that 10 proposed holes are located. However, within SW SW of Section 7-28-32, the map shows 7 proposed holes and within NW SW of the same section are two additional holes.

EI C0C01C104

Plate No. 2

	<u>Your Map Shows</u>	<u>Your Letter Indicates</u>
NE SE 17-28-33	None	10
NE SW 17-28-32	10	None

Difference is apparently due to erroneous description  
of area in your letter.

Plate No. 3

NE NW 20-28-32	M, I, AA, BB	4	2
SW NW 20-28-32	N, O, P, Q, R, S, T, U	8	9
NE NW 20-28-32	V, W, X, Y, Z, ZA, ZB	7	6
TOTAL.....		19	17

GRAND TOTAL..... \$3 41

EXCESS..... 12

We note from your letter that actual expenditures approved under the original budget were \$11,321.18. Your second and final budget has our approval in the amount of \$48,678.82 for proposed expenditures as listed below:

Approximate Unpaid Obligations to July 17	\$ 1000.00
Contract Drilling	53,926.48
Labor	8,338.03
"Withholding Taxes" (i e. Social Security Tax)	236.88
Supplies	961.73
Assaying	1,509.28
Engineering	2,700.35
Miscellaneous	424.97
TOTAL.. .....	\$48,678.82

Funds requested to complete the work covered by this budget may be obtained from time to time as required by submitting to the Federal Reserve Bank your request for replenishment of the present \$32,000 revolving fund in the manner of which you were previously instructed.

Yours very truly,

cc: Mr. H. DeWitt Smith  
Mr. Cameron  
Mr. Beck  
Mr. Norton

Brown & Root, Houston, Texas

S. H. Pettersen

442

BI C0C010105

D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

66789E  
JUL 16 1964

Mr. George R. Brown  
Co Brown & Root Inc  
P.O. Box #3  
Houston,  
Tex

Dear George:

I overlooked sending  
you a copy of bank statement  
with the copy of the report to  
Mr S. H. Petterson. Sorry but  
I miss my sect;

Regards

D'Arcy M. Cashin

BI 000010128

1

July 7, 1948

Mr. D'Arcy W. Cashion  
P. O. Box 229  
Joplin, Missouri

Dear Mr. Cashion:

Attached hereto is a letter to the Webb City Bank authorizing the Bank to record all of the mining leases being held by them under the escrow agreement between ourselves and the Metals Reserve Company.

It was Mr. Brown's thought that under your Power of Attorney you could authorize the Bank to record these leases, but if not, you can use the attached letter which has been signed Brown & Root, Inc. by George R. Brown.

Regards,

Sincerely,

---

Leonora Elliott, Secretary to  
Mr. George R. Brown

/luc  
Enc.

cc Mr. Frank J. Knapp  
c/o Butler & Binion  
Houston, Texas

BR000010129



BROWN & ROOT, INC  
HOUSTON TEXAS

1

July 6, 1945

Webb City Bank  
Webb City, Missouri

Gentlemen:

At the present time you hold in your possession mining leases to various tracts of land located in Townships 27, 28 and 29 North, Ranges 32 and 33 West, all in Jasper County, Missouri, which leases are from various lessors to George R. Brown, lessee. These leases are being held by you under escrow agreement between Metals Reserve Company and George R. Brown and Brown & Root, Inc. and such leases are particularly described in that certain assignment from George R. Brown and Brown & Root, Inc., to Metals Reserve Company, which assignment is attached as Exhibit A to the escrow agreement previously mentioned.

This letter is to constitute your authority from Brown & Root, Inc., and George R. Brown to record all the leases above mentioned, such recording to be done at the expense of the undersigned. We understand that similar authorization will be furnished by Metals Reserve Company.

Yours very truly,  
BROWN & ROOT, INC.

By \_\_\_\_\_

George R. Brown

GRB:LME

EL COCO10101

July 6, 1943

Webb City Bank  
Webb City, Missouri

Gentlemen:

At the present time you hold in your possession mining leases to various tracts of land located in Townships 27, 28 and 29 North, Ranges 32 and 33 West, all in Jasper County, Missouri, which leases are from various lessors to George R. Brown, lessee. These leases are being held by you under escrow agreement between Metals Reserve Company and George R. Brown and Brown & Root, Inc., and such leases are particularly described in that certain assignment from George R. Brown and Brown & Root, Inc., to Metals Reserve Company, which assignment is attached as Exhibit A to the escrow agreement previously mentioned.

This letter is to constitute your authority from Brown & Root, Inc., and George R. Brown to record all the leases above mentioned, such recording to be done at the expense of the undersigned. We understand that similar authorization will be furnished by Metals Reserve Company.

Yours very truly,  
BROWN & ROOT, INC.

By

George R. Brown

GRB:LME

BR000010130

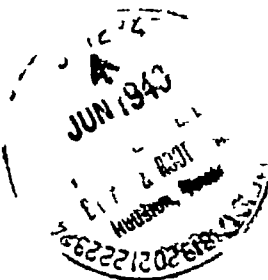
George R Brown

Enclosed herewith please find one triplicate original and one exact copy of the escrow agreement and lease on file in the Webb City Bank One duplicate original has been mailed to the Metals Reserve Company by the Webb City Bank I am keeping an exact copy for my files

*D'Arcy M. Cashin*

D'Arcy M Cashin

*signed  
copy  
in vault  
in little  
to each  
agreement  
File  
see Burkhardt  
Elliot or  
Palmer*



EL 006011206

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS

May 26, 1943.

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. M. BLANTON JR.  
FRANK J. KNAPP  
CHARLES E. DRAPER

**In re: Webb City Project Area**

**Metals Reserve Company,  
Washington, D. C.**

**Attention: Mr. R. G. Wilson**

**Gentlemen:**

We have received and examined opinion dated May 20, 1943, of Messrs. Spencer and McPherson of Joplin, Missouri, covering a portion of the tract of land designated as Tract No. 2 on the master map of the Central Drainage District of Webb City, Missouri, which portion of land is owned by Alexander R. McVoy and Ralph R. Robinson, Trustees, and which is more particularly described as follows:

The Northwest Quarter (NW-1/4) and the North Half of the Northeast Quarter (N $\frac{1}{2}$  of NE-1/4), Section Twelve (12), Township Twenty-eight (28), Range Thirty-three (33).

We are of the opinion that a good and merchantable title to the above described property is vested in Alexander R. McVoy and Ralph R. Robinson, as Trustees, subject to tax lien of the State and County for 1942 for unpaid taxes in the amount of \$65.72. As the taxes are only one year delinquent and the amount involved is small, we recommend that the encumbrance of this tax lien be waived.

We are further of the opinion that a lease from Alexander R. McVoy and Ralph R. Robinson, Trustees, to

EL 000010207

Metals Reserve Company -- 2.

George R. Brown on the above described premises, which lease is dated October 6, 1942, is a valid and subsisting lease on such premises, and that said lease is assignable and that George R. Brown is not in default under the terms of said lease.

Yours very truly,

BUTLER and BINION

*Butler & Binion*

FJK:w

BF 000010208

**BUTLER AND BINION**  
**ATTORNEYS AT LAW**  
**GULF BUILDING**  
**HOUSTON TEXAS**

**May 26, 1943.**

**GEORGE A. BUTLER**  
**JACK BINION**  
**GEORGE W. RICE**  
**WILLIAM M. BLANTON JR.**  
**FRANK J. KNAPP**  
**CHARLES E. DEANER**

**In re: Webb City Project Area**

**Metals Reserve Company,**  
**Washington, D. C.**

**Attention: Mr. R. G. Wilson**

**Gentlemen:**

We have received and examined opinion dated May 20, 1943, of Messrs. Spencer and McPherson of Joplin, Missouri, covering a portion of the tract of land designated as Tract No. 2 on the master map of the Central Drainage District of Webb City, Missouri, which portion of land is owned by Alexander R. McVoy and Ralph R. Robinson, Trustees, and which is more particularly described as follows:

The Northwest Quarter (NW-1/4) and the North Half of the Northeast Quarter (NH of NE-1/4), Section Twelve (12), Township Twenty-eight (28), Range Thirty-three (33).

We are of the opinion that a good and merchantable title to the above described property is vested in Alexander R. McVoy and Ralph R. Robinson, as Trustees, subject to tax lien of the State and County for 1942 for unpaid taxes in the amount of \$65.72. As the taxes are only one year delinquent and the amount involved is small, we recommend that the encumbrance of this tax lien be waived.

We are further of the opinion that a lease from Alexander R. McVoy and Ralph R. Robinson, Trustees, to

**EL 000010207**

Metals Reserve Company -- 2.

George R. Brown on the above described premises, which lease is dated October 6, 1942, is a valid and subsisting lease on such premises, and that said lease is assignable and that George R. Brown is not in default under the terms of said lease.

Yours very truly,

BUTLER and BINION

*Butler & Binion*

FJK:w

BR000010208

**BUTLER AND BINION**

**ATTORNEYS AT LAW**

**GULF BUILDING**

**HOUSTON TEXAS**

**GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. M. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAPE**

**May 19, 1943**

**In re: Webb City Project Area**

**Metals Reserve Company  
Lafayette Building  
811 Vermont Avenue  
Washington, D. C.**

**Attention: Mr. R. G. Wilson,  
Assistant General Counsel**

**Gentlemen:**

**We have received and examined opinion dated May 7, 1943, of Messrs. Spencer and McPherson of Joplin, Missouri, covering a tract of land designated as Tract No. Six on the master map of the Central Drainage District of Webb City, Missouri, and more particularly described as follows:**

**All of the Northeast Quarter of the Northwest Quarter (Also described as the North Half of Lot One (1) of the Northwest Quarter) and the West three-fourths (3/4) of the Northwest Quarter of the Northeast Quarter of Section Eighteen (18), Township Twenty-eight (28) of Range Thirty-two (32), containing seventy (70) acres, more or less;**

**Except a tract sold to E. T. Webb, described as follows: Beginning at the Northeast corner of the West Three-fourths of said Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) and running thence South on the East line of said tract, Two hundred fifty-four and one-half (254-1/2) feet, thence West to the East side of the continuation of Tom Street, thence North on the East Side of said Street, Two hundred fifty-four and one-half (254-1/2) feet; thence East about fifty (50) feet to beginning.**

**BI 66601 6209**



**Metals Reserve Company -- 2.**

Also except a tract sold to J. R. Harris, et al, described as follows: Commencing Two Hundred (200) feet North of the North side of Aylor Street and on the East side of Tom Street, thence East Fifty-three (53) feet, thence North One hundred fifty (150) feet, thence West Fifty-three (53) feet, thence South One Hundred Fifty (150) feet to beginning, being part of the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) all in Jasper County, Missouri

It is our opinion that the above-described tract is free and clear of liens and encumbrances, and that a life estate therein is vested in Maude Van Hoose with power to sell and encumber or deal with it in any way she wishes to provide for herself and her two sons, Charles Earl Van Hoose and Alton LeRoy Van Hoose, the remainder being vested in said Charles Earl Van Hoose or Alton LeRoy Van Hoose, or their descendants.

We are further of the opinion that a lease taken on the 6th day of October, 1942, made by Maude Van Hoose, Charles Earl Van Hoose and Louise Inman Van Hoose, his wife, and Alton LeRoy Van Hoose and Louise Clark Van Hoose, his wife, to George R. Brown, is a valid and subsisting lease thereon and that said lease is assignable and that George R. Brown is not in default under the terms of said lease.

Yours very truly,

FJK:w

cc - Mr. D'Arcy M. Cashion  
1227 Crest Drive  
Joplin, Missouri

LI C00010220

ORIGINAL N<sup>o</sup> 283621

BINDER  
MARYLAND CASUALTY COMPANY  
BALTIMORE

Date May 28, 1943

The Maryland Casualty Company

**Hereby Binds** insurance for ten (10) days from noon of above date in  
favor of **Brown & Root, Inc.,**

Name **P O Box 3, Houston, 1, Texas**

Location

at the rate and subject to the limits of liability named below and subject  
also to the agreements and conditions of its usual form for

**Workmen's Compensation and Employer's  
Liability, covering their operations  
near Webb City, Jasper County, Missouri.**

**Statutory Limits**

This binder is valid only when countersigned by a duly authorized  
representative of the Company

  
President

Countersigned

  
Authorized Representative

**W H Pool, Ass't Res. Manager**

S & S 42064

E1 C000-02-2

# **WORKMEN'S COMPENSATION LAW**

**OF THE**

**STATE OF MISSOURI**

**Effective September 1, 1925**

With Compliments of  
**THE EMPLOYERS LIABILITY ASSURANCE CORPORATION**  
Limited, of London, England  
**SAMUEL APPLETON** United States Manager  
Boston Massachusetts

**BR.0000010213**

Workmen's Compensation Law  
of the  
State of Missouri

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Effective September 1, 1925

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Copyright, 1925 by  
F ROBERTSON JONES  
New York

ET 000010214

## CONTENTS

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Digest of the Workmen s Compensation Law

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3

Text of the Workmen s Compensation Law

11

BR'0000010215

## Digest of the Missouri Workmen's Compensation Law\*

### 1—TITLE WHEN EFFECTIVE ETC

Missouri House Bill 112 (Committee substitute) Fifty Third (1925) General Assembly approved April 30 1925 Liability provisions and requirement of reporting accidents effective September 1 1925 (§79) otherwise effective July 9 1925

### 2—SYSTEM PROVIDED FOR.

Employer's direct liability for compensation elective (§§2 3) Insurance or proof of financial ability required of assenting employer insurance does not discharge employer's liability (§§25 27) Administered by Workmen's Compensation Commission of three members (§§56 60)

This Act is patterned after the Act of 1921 but without the competitive State insurance feature

### 3—HOW ELECTED

Acceptance is presumed as to employer and employee in the absence of written notice to the contrary filed with the Commission prior to accident (§2)

### 4—HOW ELECTION CHANGED

Presumption of acceptance is re-established by filing with Commission written notice withdrawing rejection (§2)

### 5—ALTERNATIVE LIABILITY

If employer does not assent defenses of contributory negligence fellow servant's fault and assumption of risk are abrogated (§4) If employer assents and employee does not, such defenses remain (§4)

### 6—EMPLOYMENTS COVERED

All private where more than ten are regularly employed except farm labor domestic servants family chauffeurs casual or not incidental to employer's business outworkers employees whose average annual earnings exceed \$3 600 and those exclusively covered by Federal law Excepted employments (except two last mentioned) may be brought under the Act by joint election (§§5 7 12a) Public employments are excluded unless they elect by law or ordinance to come under the Act (§§5 6b) Where ten or less are regularly employed in hazardous occupation Commission may upon application of employee or on its own motion require employer to elect within 10 days whether to accept or reject Act subject to abrogation of defenses for rejection (§4b-c)

### 7—EXTRA TERRITORIAL EFFECT

Act applies to injuries received outside the State under contract of employment made within the State unless the contract otherwise provides (§12b)

—  
This is a Digest of the Statutes and not of the Decisions cited which latter are added merely for convenience of reference The headings (together with their topical numbers) of this Digest conform in substance and order with those of the Digest of Workmen's Compensation Laws in the United States and Territories (compiled by F Robertson Jon and published by the Workmen's Compensation Publicity Bureau 80 Maiden Lane New York City)—so that the former supplements the latter

BL000010216

### 8—INJURIES COVERED

Personal injuries by accident arising out of and in the course of employment and such disease or infection as naturally results therefrom unless intentionally self inflicted. Personal injury and accident defined (§§3 7) Special provisions as to hernia (§17b) No compensation for death or disability in so far as caused by unreasonable refusal to submit to surgical treatment or operation (§13d)

### 9—OCCUPATIONAL AND OTHER DISEASES

The term injury does not include occupational disease in any form or any contagious or infectious disease contracted during the course of employment but this does not deprive employees of their rights under the laws of the State pertaining to occupational diseases (§7b) Special provisions as to hernia (§17b)

### 10—NOTICE OF INJURY AND CLAIM FOR COMPENSATION

Written notice must be given to employer as soon as practicable and not later than 30 days after accident unless excused by Commission for good cause Defect or inaccuracy does not invalidate notice unless employer was prejudiced thereby Claim must be filed within six months after injury or death or last payment if any (§§38 39)

### 11—COMPENSATION FOR TOTAL DISABILITY

If temporary  $66\frac{2}{3}\%$  of average earnings maximum \$20 minimum \$6 or full wages weekly maximum period 400 weeks (§§14b 15) If permanent same rate of payment for 300 weeks and thereafter 25% of average annual earnings for life maximum \$20 minimum \$6 weekly Certain severe injuries conclusively presumed to be permanent total disabilities (§18) Death terminates disability but any accrued and unpaid compensation must be paid to dependents or personal representative (§20)

### 12—COMPENSATION FOR PARTIAL DISABILITY

If temporary  $66\frac{2}{3}\%$  of loss in earning power maximum \$20 weekly maximum period 100 weeks. Schedule for specific injuries  $66\frac{2}{3}\%$  of average earnings maximum \$20 minimum \$6 weekly for periods ranging from 8 to 232 weeks in lieu of all other compensation For permanent injuries not specified compensation based on specific schedule maximum period 400 weeks For serious and permanent disfigurement about face or head Commission may award special compensation maximum \$1 000 (§§16 17) Death terminates disability period but compensation accrued and unpaid must be paid to dependents or personal representative (§20)

### 13—COMPENSATION FOR DEATH

If death results from accident within 300 weeks in all cases reasonable expense of last sickness maximum \$250 (if not covered by medical aid provisions) and of burial maximum \$150 In addition to total dependents two thirds of average weekly earnings for year preceding injury multiplied by 300 payable in weekly instalments maximum \$20 minimum \$6 weekly less amount of disability payments if any To partial dependents compensation based on foregoing rate in proportion to decedent's contribution to their support at time of injury (§§7b 21)

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#### 14—WAITING PERIOD

No compensation payable for first three days of disability unless disability lasts more than 4 weeks (§14a)

#### 15—MEDICAL AND SURGICAL AID

Employer must provide medical surgical and hospital treatment as reasonably necessary for first 60 days after injury or disability maximum \$250 and thereafter within 1 year from injury such additional similar treatment as Commission may order. Employee may select his own physician and treatment at his own expense. Fees and charges must be fair and reasonable and are subject to regulation by Commission. No compensation payable for death or disability in so far as caused or aggravated by unreasonable refusal to submit to medical treatment or surgical operation. Commission may order change in physician hospital or other requirement (§13)

#### 16—EFFECT OF PREVIOUS DISABILITY

Permanent disability following previous disability is to be compensated on basis of earnings at time of latest injury. If subsequent injury results in permanent partial disability payment is to be made for resulting condition after deducting previous disability if resulting condition be permanent total disability payment is to be two thirds of that for permanent total disability in other cases. In case of concurrent temporary disabilities compensation is payable only for longest and largest paying. In case of concurrent and consecutive permanent disabilities compensation for each subsequent disability is not to begin until end of compensation period for prior disability (§19). In case of injury to employee already disabled and drawing compensation payment for each subsequent injury is to be apportioned according to proportion of incapacity caused by respective injuries (§22h)

#### 17—AVERAGE WAGES—HOW COMPUTED

Compensation is to be computed on basis of annual earnings for year preceding injury if with same employer but if not annual earnings of another person in the same grade of employment and locality may be taken as basis of computation. If not otherwise determinable average annual earnings to be average daily wages multiplied by 300 or other multiplier (not less than 200) representing normal number of working days in year. Earnings are to include reasonable value of board rent gratuities etc received as part of remuneration but not wages of helpers or sums advanced for special expenses (§22). See also under Minors and Incompetent Persons

#### 18—WHO ARE DEPENDENTS

Wife incapacitated husband and children under 18 or incapacitated, under certain conditions are conclusively presumed totally dependent. In other cases dependency is to be determined in accordance with facts at time of injury. Dependents limited to relatives by blood or marriage. Total and partial dependency distinguished and total dependents preferred to exclusion of partial dependents (§21b-d)

#### 19—NON RESIDENT ALIEN DEPENDENTS

No provision

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## 20—MINORS AND INCOMPETENT PERSONS

Minor employees whether legally employed or not, are deemed of full age for all purposes of the Act (§7a) Appointment of a guardian terminates legal disability from minority or insanity (§39) In computing compensation for minor increased earning power until he reaches age of 21 must be considered (§22j) See also §22f And see under PENALTIES *infra*

## 21—MEDICAL EXAMINATIONS

Injured employee must submit to medical examination from time to time at request of employer insurer or Commission regard being had to employee's convenience and physical condition Employee may have his own physician present Unjustifiable refusal to submit forfeits compensation during continuance (§50) Commission may in extraordinary cases order a post mortem examination (§50e)

## 22—METHOD OF PAYMENT AND PROCEEDINGS TO COLLECT

Compensation is payable directly to employee or dependents by employer or insurer same as wages prior to injury at least once every two weeks Delinquent instalments bear interest at 6% per annum (§14b) Advances by employer to be credited on compensation when agreed to or awarded (§14c) Any party in interest may file in Circuit Court a certified copy of approved agreement or award and have judgment entered in accordance therewith which has same effect as though rendered in action (§45)

## 23—SETTLEMENT OF CLAIMS AND DISPUTES

Terms of compensation may be settled by agreement between parties after seven days from date of injury or death, subject to approval of Commission (§§35 36) In case of dispute either party may submit same to Commission which must reach a determination after hearing in summary manner Award by any member of Commission is subject to review by full Commission (§§40 41 43) Both employer and insurer must be parties to all agreements and awards (§27)

## 24—APPEALS

From award of Commission either party may appeal within 30 days to Circuit Court upon questions of law only as defined From decision of Circuit Court further appeal lies as in civil actions with precedence over all other cases except election contests Costs of appeal are to be assessed against losing party (§44) From decision or award under substitute compensation scheme appeal lies to Commission (§33)

## 25—EVIDENCE AND PROOF

Proceedings before Commission are to be simple informal and summary and without regard to technical rules of evidence. Commission may compel attendance of witnesses production of records taking of depositions etc (§§51 52)

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## 26—MODIFICATION OF AGREEMENTS AND AWARDS

Upon its own motion or upon application of any party in interest on the ground of changed conditions Commission may at any time, review an award and end diminish or increase compensation (§42) In any case a temporary or partial award may be made which may be modified from time to time to meet the needs of the case (§46)

## 27—COMMUTATIONS

Commission may under unusual circumstances upon application of either party and notice to other commute compensation in whole or in part to a lump sum not to exceed present value of future payments at 4% discount if for the best interest of beneficiary if latter has removed or is about to remove from the U S if it will avoid undue expense or hardship to either party or if employer has disposed of greater part of his assets Upon notice to other party Commission or court may permit employer to purchase annuity or to deposit lump sum with Commission thereby discharging his liability (§§48-49)

## 28—ASSIGNMENTS AND EXEMPTIONS

Compensation is not assignable is exempt from attachment, garnishment or execution and is not subject to set off or counterclaim or in any way liable for debt except for attorney's fee allowed by Commission (§23)

## 29—LIEN OR PREFERENCE.

In case of employer's insolvency compensation is entitled to same preference and priority as claims for wages without limit as to time or amount (§23)

## 30—HOW COMPENSATION SECURED

Assenting employer must insure entire liability (except that employers in mining business may insure with limit) with authorized insurance carrier or satisfy Commission of ability to carry his own risk In latter event Commission must require security upon application of any person entitled to compensation and proof of employer's default in payment (§25)

## 31—INSURANCE

### (a) *General Provisions*

If employer is insured, his insurer is primarily and directly liable for compensation and employer's liability is secondary and indirect. Upon request of Commission and at every hearing employer must produce copy of his insurance policy Policies must be approved as to form by Superintendent of Insurance Department and must contain agreement that insurer accepts all provisions of the Act and that same may be enforced by any person entitled to rights under the Act No part of insurance cost to be paid by employee (§§26-28)

### (b) *Stock Companies* No specific provision.

### (c) *Mutual Insurance* No specific provision

### (d) *State Insurance* None

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(e) *Regulation of Rates Reserves etc*

Insurance rates must be fair reasonable and adequate with due allowance for merit rating Within 30 days after this section of Act becomes effective insurance carriers must file with Superintendent of Insurance their classification of risks and premium rates etc Within 60 days after this section becomes effective Superintendent must approve or issue a uniform classification of risks and premium rates, and in his discretion a uniform system of schedule or merit rating Subsequently the Commissioner may modify or change such system after hearing No insurance carrier may write at rates less than approved by Superintendent as fair reasonable and adequate Special concessions as to rates for reciprocal insurance (§29) Insurance carriers must maintain such reserves as required by law or by Superintendent of Insurance (§30)

(f) *Special Taxation of Compensation Premiums*

Tax of 2% on premiums received or business done within the State is levied on all insurance carriers in lieu of all other taxes on premiums to defray expenses of administering Act Similar tax is assessed against self insuring employers (§§67 71)

32—WHERE INJURY IS CAUSED BY THIRD PARTY

Where third party is liable for injury employer is subrogated to rights of employee or dependent against third party without limit as to amount but any recovery in excess of compensation must be paid to employee or dependent (§11)

33—PRINCIPAL CONTRACTOR AND SUB CONTRACTOR.

A principal contractor or person who has work in the usual course of his business done under contract on or about his premises is secondarily liable for compensation to his contractor sub contractors and their employees Immediate employer is primarily liable and all persons liable may be made parties to the proceedings upon application of any party Such liability does not exist if employee was insured by immediate or any intermediate employer (§10)

34—SUITS FOR DAMAGES

Right to compensation excludes all other rights and remedies at common law or otherwise for injuries covered as to employee dependents personal representatives etc except such rights and remedies as are not provided for by the Act (§3) But if employer fails to secure compensation as required employee or dependents may elect after injury to recover from employer as though he had rejected the Act or to take compensation commuted and immediately payable (§25)

35—CONTRACTING OUT AND SUBSTITUTE BENEFIT SCHEMES

Employer or group of employers may enter into or continue agreement with employees for a substitute system of compensation or insurance subject to approval of Superintendent of Insurance Department Such substitute system must confer benefits at least equivalent to those provided by the Act

BI COCO1221

and if contributions from employees are required additional benefits must be conferred commensurate therewith (§33) Other contracting out forbidden (§35) except that with approval of Commission an employer may exempt himself from provisions of the Act with respect to an individual employee not engaged in a hazardous occupation with such employee's written consent (§4e)

### 36—POSTING NOTICES

Employer's notice of rejection must be posted and kept posted in a conspicuous place on his premises (§2) Exempted employers who voluntarily come under the Act must post notice of such election (§5)

### 37—REPORTS REQUIRED OF EMPLOYER OR INSURER

Every employer whether otherwise subject to the Act or not must notify Commission within ten days after knowledge of accident and within a month file complete report of every injury or death and make such supplemental reports as required by Commission (§34) Upon death of employee employer must furnish Commission immediately with names and addresses of all dependents (§21f) Insurance carriers must report to Superintendent of Insurance Department such information as may be required to determine reasonableness etc of their rates (§31) On or before March 1 1926 and annually thereafter they must make verified return to the same official on premiums etc. for preceding calendar year (§69)

### 38—PENALTIES

For violation by insurance carrier of any provision of Act or failure to pay compensation authority to do business may be revoked or suspended (§32) Violation of requirement to report accidents or making false statement in such report is a misdemeanor punishable by \$50 to \$500 fine or by imprisonment for from a week to a year or both (§34) Same penalty for discrimination against employee for exercising rights under the Act (§37) If proceedings are brought or defended before Commission without reasonable ground entire cost thereof may be assessed against party bringing or defending same (§52) Failure to attend or give testimony as a witness is a misdemeanor punishable by \$500 fine or imprisonment for a year or both (§53) Making fraudulent claim for compensation is a misdemeanor punishable by \$50 to \$500 fine or from a week to a year's imprisonment, or both (§55) Acting as agent for unauthorized insurance carrier is a misdemeanor punishable by \$500 to \$5 000 fine or from a week to a year's imprisonment or both (§72) Violation of Act not otherwise penalized is a misdemeanor punishable by \$50 to \$500 fine or from a week to a year's imprisonment or both (§75) For failure to comply with temporary award amount may be doubled in final award (§46) For employee's unjustifiable refusal to submit to examination compensation is forfeited for period of refusal (§50) In case of injury to minor knowingly employed in violation of child labor law compensation is increased 50% (§22j) See also under Accident Prevention

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## 39—ATTORNEYS AND PHYSICIANS FEES

Commission may allow as a lien on compensation reasonable attorneys fees for necessary services and may order same paid to attorney in lump sum or instalments (§23) Fees and charges of physicians hospitals etc must be fair and reasonable and are subject to regulation by Commission (§13c)

## 40—ACCIDENT PREVENTION

Where injury is caused by employer's failure to comply with statute or order of Commission compensation is increased 15% Where injury is caused by employee's failure to use safety device or to obey known safety rule compensation is reduced 15% (§3)

## 41—CONSTITUTIONALITY

If any part of the Act is held unconstitutional it shall not affect validity of the remainder (§77)

## 42—MISCELLANEOUS

Beneficiaries of public pension funds who receive compensation shall have deducted from any benefit payable from such fund a part thereof proportionate to the amount of employer's contribution to such fund (§8) Joint employers of same employee are liable for compensation jointly and severally but as between themselves they are liable in proportion to their wage liability unless otherwise agreed between them (§9) No savings insurance or benefit derived by employee from outside source is to be considered in determining compensation (§24)

BI 000010223

## Text of the Law

COMMITTEE SUBSTITUTE FOR  
MISSOURI HOUSE BILL No 112  
53RD GENERAL ASSEMBLY (1925)

AN ACT to provide a system of workmen's compensation prescribing the manner of election and rejection of the Act and the effect thereof defining certain terms used in said Act defining the rights and liabilities of employers and employees electing to accept or reject the act and of third persons in connection therewith prescribing the method of payment of compensation to employees injured and disabled as a result of accidents arising out of and in the course of their employment prescribing the powers and duties of the commission and the courts in connection therewith regulating the charges for medical aid, burial expenses and attorneys fees prescribing the rights duties and liabilities of the employer's insurer and regulating insurance rates reserves and policies regulating the rights of dependents making certain minors of full age providing for the giving and serving certain notices thereunder prescribing the manner of procedure and the limitations on proceedings thereunder providing the means of enforcing awards and the manner and extent to which the same may be reviewed by the courts creating the Missouri workman's compensation commission to administer the Act and prescribing its powers duties and the salaries of the commissioners and the commission's employees providing for the establishment of offices for such commission providing for the insurance of the liability of an employer for injury or death of his employees by insurance carriers authorized to transact this class of insurance in the state or by self insurance providing a tax on insurance premiums to defray the expenses of administering the act repealing all acts or parts of acts inconsistent herewith prescribing penalties for violations of certain of its provisions and fixing the time when certain of its provisions shall take effect.

*Be it enacted by the General Assembly of the State of Missouri as follows*

Section 1 This act shall be known as the workmen's compensation act

Sec. 2 Every employer and every employee, except as in this act otherwise provided shall be conclusively presumed to have elected to accept the provisions of this act and respectively to furnish and accept compensation as herein provided unless prior to the accident he shall have filed with the commission a written notice that he elects to reject this act The presumption of election shall be re established by filing with the commission a written notice withdrawing the rejection All such notices shall take effect on the day of their receipt by the commission They shall be sent by mail and the

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BINDER  
MARYLAND CASUALTY COMPANY  
BALTIMORE

Date May 28, 19 43

The Maryland Casualty Company

**Hereby Binds** insurance for ten (10) days from noon or above date in  
favor of **Brown & Root, Inc.,**  
Name **P. O. Box 3, Houston, 1, Texas**

Location

at the rate and subject to the limits of liability named below and subject  
also to the agreements and conditions of its usual form for

**Contractors' Public Liability \$40/100,000.**  
**Limits, Bodily Injury.**


**Contractors' Protective Liability \$50/100,000.**  
**Limits, Bodily Injury.**

**Covering their operations near Webb City,**  
**Jasper County, Missouri**

This binder is valid only when countersigned by a duly authorized  
representative of the Company

  
President

Countersigned

  
Authorized Representative

W. H. Pool, Ass't. Res. Manager

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commission shall immediately acknowledge receipt thereof. The notice given by the employee shall take effect upon all employments at which he may then or thereafter be employed until the rejection is withdrawn and on application the commission shall inform any employer thereof. The commission shall also furnish to each employer rejecting the act a notice thereof which the employer shall keep posted in a conspicuous place on his premises where it can be seen by his employees.

Sec 3 If both employer and employee have elected to accept the provisions of this act the employer shall be liable irrespective of negligence to furnish compensation under the provisions of this act for personal injury or death of the employee by accident arising out of and in the course of his employment and shall be released from all other liability therefor whatsoever whether to the employee or any other person. The rights and remedies herein granted to an employee shall exclude all other rights and remedies of such employee his wife her husband parents personal representatives dependents heirs or next kin at common law or otherwise on account of such accidental injury or death except such rights and remedies as are not provided for by this act. No compensation shall be allowed under this act for the injury or death due to the employee's intentional self inflicted injury but the burden of proof of intentional self inflicted injury shall be on the employer or the person contesting the claim for allowance. Where the injury is caused by the failure of the employer to comply with any statute in this state or any lawful order of the commission the compensation and death benefit provided for under this act shall be increased fifteen per cent. Where the injury is caused by the willful failure of the employee to use safety devices where provided by the employer or from the employee's failure to obey any reasonable rule adopted by the employer for the safety of employees which rule has been kept posted in a conspicuous place on the employer's premises the compensation and death benefit provided for herein shall be reduced fifteen per cent provided that it is shown that the employee had actual knowledge of said rule so adopted by the employer and provided further that the employer had prior to the injury made a diligent effort to cause his employees to use said safety device or devices and to obey or follow said rule so adopted for the safety of said employees.

Sec. 4 (a) A major employer shall mean an employer who has more than ten employees regularly employed.

(b) A minor employer shall mean an employer who has ten or less employees regularly employed.

(c) If any employee of a minor employer files with the commission a written complaint that such employer is engaged in an occupation hazardous to employees the commission shall issue an order to show cause returnable within ten days thereafter requiring such employer to appear and show cause why he should not be required to accept or reject the provisions of this act or such order may be issued by the commission upon its own motion. Upon hearing the commission shall determine whether or not such employer is engaged in an occupation hazardous to employees and if the commission deter-

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mines that such employer is engaged in an occupation hazardous to employees such employer shall be conclusively presumed to have accepted the provisions of this act unless he rejects the same within ten days thereafter. The commission may review its decision with reference to the hazardous nature of such employment or such decision may be reviewed by the full commission in the same manner that awards of the commission may be reviewed under sections 42 and 43 of this act and appeals may be had in the manner provided in section 44.

(d) If any minor employer who has been determined to be engaged in an occupation hazardous to employees or any major employer has elected to reject the provisions of this act in any action to recover damages for personal injury or death of his employee in the course of his employment it shall not be a defense that the same was caused by the negligence of a fellow servant or that the employee had assumed the risk of the injury or death or that the same was caused in any degree by the negligence of the employee. Such defenses shall not be allowed in such action whether or not the employee accepted this act nor shall they be allowed in any proceeding for compensation under this act. Such defenses shall be allowed to an employer who has elected to accept this act if the employee has elected to reject it.

(e) Any employer who has accepted the provisions of this act may exempt himself from the provisions of the same with respect to any individual employee whose employment is not hazardous by filing with the commission the written consent of such employee to such exemption. Such consent shall describe the nature of the employment and be signed by the employee and must be approved by the commission provided that the commission shall not approve of such exemption unless it deems such employment non hazardous and provided further that such employee may at any time thereafter before injury revoke such consent by filing a written revocation thereof with the commission. The commission shall thereupon notify the employer of such revocation.

Sec 5 Sections 2 3 and 4 of this act shall not apply to any of the following employments

First Employments by the state county municipal corporation township school or road drainage swamp and levy districts or school board board of education regents curators managers or control commission board or any other political subdivisions corporation or quasi corporation thereof

Second Employments of farm labor and domestic servants including family chauffeurs

Third Employments which are but casual or not incidental to the operation of the usual business of the employer

Fourth Employments in which articles and materials are given out to be made up cleaned washed altered ornamented finished repaired, or adapted for sale in the home of the employee or on premises not under the control or management of the employer

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Fifth Employments by minor employers not determined to be engaged in an occupation hazardous to employees Any employer in this section exempted from the operation of sections 2 3 and 4 of this act may bring himself within the provisions of this act by filing with the commission notice of his election to accept the same and by keeping posted in a conspicuous place on his premises a notice thereof to be furnished by the commission and any employee entering the services of such employer and any employee remaining in such service thirty days after the posting of such notice shall be conclusively presumed to have elected to accept this act unless he shall have filed with the commission and his employer a written notice that he elects to reject this act

Sec. 6 The word employer as used in this act shall be construed to mean

(a) Every person partnership association corporation trustee receiver the legal representatives of a deceased employer and every other person including any person or corporation operating a railroad and any public service corporation using the service of another for pay

(b) The state county municipal corporation township school or road drainage swamp and levy districts or school boards board of education regents curators managers or control commission board or any other political subdivision corporation or quasi corporation or cities under special charter or under the commission form of government which elects to accept this act by law or ordinance

(c) Any reference to the employer shall also include his insurer

Sec. 7 (a) The word employee as used in this act shall be construed to mean every person in the service of any employer as defined in this act under any contract of hire express or implied, oral or written or under any appointment or election but shall not include persons whose average annual earnings exceed three thousand six hundred dollars Any reference to any employee who has been injured, shall when the employee is dead also include his dependents and other persons to whom compensation may be payable The word employee shall also include all minors who work for an employer whether or not such minors are employed in violation of law and all such minors are hereby made of full age for all purposes under in connection with, or arising out of this act

(b) The word accident as used in this act shall unless a different meaning is clearly indicated by the context be construed to mean an unexpected or unforeseen event happening suddenly and violently with or without human fault and producing at the time objective symptoms of an injury The term injury and personal injuries shall mean only violence to the physical structure of the body and such disease or infection as naturally results there from. The said terms shall in no case be construed to include occupational disease in any form nor shall they be construed to include any contagious or infectious disease contracted during the course of the employment nor shall they include death due to natural causes occurring while the workman is at

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work Death when mentioned as a basis for the right to compensation means only death resulting from such violence and its resultant effects occurring within three hundred weeks after the accident. Provided that nothing in this act contained shall be construed to deprive employees of their rights under the laws of this state pertaining to occupational diseases

(c) Without otherwise affecting either the meaning or interpretation of the abridged clause personal injuries arising out of and in the course of such employment it is hereby declared not to cover workmen except while engaged in or about the premises where their duties are being performed or where their services require their presence as a part of such services

(d) An employee who is employed by the same employer for more than five and one half consecutive work days shall for the purpose of this act be considered a regular and not a casual employee

(e) The term total disability as used in this act shall mean inability to return to any employment and not merely inability to return to the employment in which the employee was engaged at the time of the accident.

Sec. 8 Nothing in this act shall be construed as amending or repealing any statute or ordinance relating to associations or funds for the relief pensioning retirement or other benefit of firemen policemen or other public employees their widows children or dependents or as in any manner interfering with such associations funds or benefits now or hereafter established, but any such public employee his widow children or dependents who shall receive compensation under this act shall have deducted from any benefit otherwise payable by any pension or other benefit fund to which the municipal corporation or other public employer contributes a part of such benefit proportionate to the amount then being contributed to such fund by such employer which deductions shall be made only during the compensation period. Nor shall anything in this act be construed as interfering with the right of any public employee to draw full wages or collect and retain his full fees so long as he holds his office appointment or employment but the period during which the same are received after the injury shall be deducted from the period of compensation payments due hereunder

Sec. 9 If the injury or death occurs while the employee is in the joint service of two or more employers their liability shall be joint and several and the employee may hold any or all of such employers. As between themselves such employers shall have contribution from each other in the proportion of their several liability for the wages of such employee but nothing in this act shall prevent such employers from making a different distribution of their proportionate contributions as between themselves

Sec. 10 (a) Any person who has work done under contract on or about his premises which is an operation of the usual business which he there carries on shall be deemed an employer and shall be liable under this act to such contractor, his subcontractors and their employees when injured or killed on or about the premises of the employer while doing work which is in the usual course of his business

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(b) The provisions of this section shall apply to the relationships of landlord and tenant and lessor or lessee, when created for the fraudulent purpose of avoiding liability but not otherwise. In such cases the landlord or lessor shall be deemed the employer of the employees of the tenant or lessee.

(c) The provisions of this section shall not apply to the owner of premises upon which improvements are being erected, demolished, altered or repaired by an independent contractor but such independent contractor shall be deemed to be the employer of the employees of his subcontractors and their subcontractors when employed on or about the premises where the principal contractor is doing work.

(d) In all cases mentioned in the preceding sub sections the immediate contractor or subcontractor shall be liable as an employer of the employees of his subcontractors. All persons so liable may be made parties to the proceedings on the application of any party. The liability of the immediate employer shall be primary and that of the others secondary in their order and any compensation paid by those secondarily liable may be recovered from those primarily liable with attorneys fees and expenses of the suit. Such recovery may be had on motion in the original proceedings. No such employer shall be liable as in this section provided if the employee was insured by his immediate or any intermediate employer.

Sec 11 Where a third person is liable to the employee or to the dependents for the injury or death, the employer shall be subrogated to the right of the employee or to the dependents against such third person and the recovery by such employer shall not be limited to the amount payable as compensation to such employee or dependents but such employer may recover any amount which such employee or his dependents would have been entitled to recover. Any recovery by the employer against such third person in excess of the compensation paid by the employer after deducting the expenses of making such recovery shall be paid forthwith to the employee or to the dependents and shall be treated as an advance payment by the employer on account of any future installments of compensation.

Sec 12 (a) This act shall apply to all cases within its provisions except those exclusively covered by any federal law.

(b) This act shall apply to all injuries received in this state regardless of where the contract of employment was made and also to all injuries received outside of this state under contract of employment made in this state unless the contract of employment in any case shall otherwise provide.

Sec 13 (a) In addition to all other compensation the employee shall receive and the employer shall provide such medical, surgical and hospital treatment including nursing, ambulance and medicines as may reasonably be required for the first sixty days after the injury or disability to cure and relieve from the effects of the injury not exceeding in amount the sum of two hundred and fifty dollars and thereafter such additional similar

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treatment within one year from the date of the injury as the commission by special order may determine to be necessary. If the employee desires he shall have the right to select his own physician surgeon or other such requirement at his own expense. Where such requirements are furnished by a public hospital or other institution payment therefor shall be made to the proper authorities.

(b) If it be shown to the commission that such requirements are being furnished in such manner that there is reasonable ground for believing that the life health, or recovery of the employee is endangered thereby the commission may order a change in the physician surgeon hospital or other requirement.

(c) All fees and charges under this section shall be fair and reasonable shall be subject to regulation by the commission and shall be limited to such as are fair and reasonable for similar treatment of injured persons of a like standard of living. The commission shall also have jurisdiction to hear and determine all disputes as to such charges.

(d) No compensation shall be payable for the death or disability of an employee if and in so far as the same may be caused continued or aggravated by an unreasonable refusal to submit to any medical or surgical treatment or operation the risk of which is in the opinion of the commission inconsiderable in view of the seriousness of the injury. If the employee dies as a result of an operation made necessary by the injury such death shall be deemed to be caused by the injury.

(e) The testimony of any physician who treated the employee shall be admissible in evidence in any proceedings for compensation under this act.

(f) Every hospital or other person furnishing the employee with medical aid shall permit its record to be copied by and shall furnish full information to the commission the employer the employee or his dependents and any other party to any proceedings for compensation under this act and certified copies of such records shall be admissible in evidence in any such proceedings.

Sec 14 (a) Except as provided in section 13 no compensation shall be payable for the first three days or less of disability unless the disability shall last longer than four weeks.

(b) Compensation shall be payable as the wages were paid prior to the injury but in any event at least once every two weeks. Each installment shall bear interest at the rate of six per cent per annum from date when due until paid. Compensation shall be payable on the basis of  $66 \frac{2}{3}$  per cent of the average earnings of the employee computed in accordance with the rules given in section 22 of this act but in no case shall the compensation exceed twenty dollars a week.

(c) The employer shall be entitled to credit for wages paid the employee after the injury and for any sum paid to or for the employee or his dependents on account of the injury except for liability under section 13.

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Sec 15 For temporary total disability the employer shall pay compensation for not more than four hundred weeks during the continuance of such disability but not less than six dollars nor more than twenty dollars a week with full wages if the average earnings amount to less than six dollars a week

Sec. 16 For temporary partial disability compensation shall be paid during such disability but not for more than one hundred weeks and shall be  $66 \frac{2}{3}$  per cent of the difference between the average earnings prior to the accident and the amount which the employee in the exercise of reasonable diligence will be able to earn during the disability to be determined in view of the nature and extent of the injury and the ability of the employee to compete in an open labor market not to exceed however twenty dollars per week

Sec 17 (a) For permanent partial disability in lieu of all other compensation except that provided under section 13 of this act the employer shall pay to the employee  $66 \frac{2}{3}$  per cent of his average earnings as computed in accordance with section 22 but not less than six dollars nor more than twenty dollars per week for the periods hereinafter provided

Nature of injury	Weeks
1 Loss of major arm at shoulder	232
2 Loss of minor arm at shoulder	212
3 Loss of major arm between shoulder and elbow	222
4 Loss of minor arm between shoulder and elbow	200
5 Loss of major arm at elbow joint	210
6 Loss of minor arm at elbow joint	190
7 Loss of major arm between elbow and wrist	200
8 Loss of minor arm between elbow and wrist	180
9 Loss of major hand at the wrist joint	175
10 Loss of minor hand at the wrist joint	160
11 Loss of thumb of major hand at proximal joint	60
12 Loss of thumb of minor hand at proximal joint	55
13 Loss of thumb of major hand at distal joint	45
14 Loss of thumb of minor hand at distal joint	34
15 Loss of index finger at proximal joint major hand	45
16 Loss of index finger at proximal joint minor hand	40
17 Loss of index finger at second joint major hand	35
18 Loss of index finger at second joint minor hand	30
19 Loss of index finger at distal joint major hand	30
20 Loss of index finger at distal joint minor hand	26
21 Loss of either the middle or ring finger at the proximal joint, major hand	35
22 Loss of either the middle or ring finger at the proximal joint minor hand	30
23 Loss of either the middle or ring finger at second joint major hand	30
24 Loss of either the middle or ring finger at second joint minor hand	26

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25	Loss of either the middle or ring finger at the distal joint, major hand	26
26	Loss of either the middle or ring finger at the distal joint minor hand	24
27	Loss of little finger at proximal joint major hand	22
28	Loss of little finger at proximal joint minor hand	16
29	Loss of little finger at second joint major hand	20
30	Loss of little finger at second joint minor hand	16
31	Loss of little finger at distal joint major hand	16
32	Loss of little finger at distal joint minor hand	13
33	Loss of one leg at the hip joint or so near thereto as to preclude the use of artificial limb	207
34	Loss of one leg at or above the knee where the stump remains sufficient to permit the use of artificial limb	160
35	Loss of one leg at or above ankle and below knee joint	155
36	Loss of one foot in tarsus	150
37	Loss of one foot in metatarsus	110
38	Loss of great toe of one foot at proximal joint	40
39	Loss of great toe of one foot at distal joint	22
40	Loss of any other toe at proximal joint	14
41	Loss of any other toe at second joint	10
42	Loss of any other toe at distal joint	8
43	Complete loss of one eye	118
44	Complete loss of the sight of one eye	108
45	Complete deafness of both ears	168
46	Complete deafness of one ear the other being normal	44

For permanent injuries other than those above specified the said compensation shall be paid for such periods as are proportionate to the relation which the other injury bears to the injuries above specified, but no such period shall exceed four hundred weeks. Such other injuries shall include permanent injuries causing a loss of earning power. The total permanent loss of the use of an arm hand thumb finger leg foot toe or phalange shall be considered as the equivalent of the loss by separation of the arm hand thumb finger leg foot toe or phalange and compensation shall be paid for the same period as for the loss thereof by separation. For the permanent partial loss of the use of an arm hand thumb finger leg foot toe or phalange compensation shall be paid for the proportionate loss of the use of such arm hand, thumb finger leg foot toe or phalange. If an employee be seriously mutilated or permanently disfigured about the face or head the commission may allow such additional sum for the compensation on account thereof as it may deem just based upon the handicap suffered by the injured employee in obtaining employment but such sum shall not exceed \$1 000 00.

(b) In all claims for compensation for hernia resulting from injury arising out of and in the course of the employment, it must be definitely proved to the satisfaction of the commission. First that there was an accident resulting in hernia second, that the hernia appeared suddenly accompanied by intense pain third that the hernia immediately followed the accident fourth, that the hernia did not exist in any degree prior to the accident resulting in the injury for which compensation is claimed.

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Sec 18 (a) For permanent total disability compensation shall be paid on the basis of 66 2/3 per cent of the average annual earnings during three hundred (300) weeks and thereafter on the basis of 25 per cent of the average annual earnings for life but not less than six dollars nor more than twenty dollars a week

(b) When caused by the accident the loss of both eyes or the sight thereof the loss of both hands or the use thereof an injury resulting in practically total and permanent paralysis or an injury resulting in incurable imbecility or insanity shall be conclusively presumed to be permanent total disabilities and in all other cases permanent total disability shall be determined in accordance with the facts

Sec 19 (a) All cases of permanent disability where there has been a previous disability shall be compensated on the basis of the average annual earnings at the time of the last injury If the condition resulting from the last injury is a permanent partial disability there shall be deducted from the resulting condition the previous disability as it exists at the time of the last injury and compensation shall be paid for the difference If the resulting condition be a permanent total disability the compensation therefor shall be two thirds of that for permanent total disability in other cases

(b) If more than one injury in the same employment causes concurrent temporary disabilities compensation shall be payable only for the longest and largest paying disability

(c) If more than one injury in the same employment causes concurrent and consecutive permanent disability compensation payments for each subsequent disability shall not begin until the end of the compensation period of the prior disability

Sec. 20 The death of the injured employee shall not affect the liability of the employer to furnish compensation as in this act provided so far as such liability has accrued and become payable at the time of the death, and any accrued and unpaid compensation due the employee shall be paid to his dependents without administration or if there be no dependents to his personal representative or other persons entitled thereto but such death shall be deemed to be the termination of the disability Where an employee is entitled to compensation under this act for an injury received and death ensues from any cause not resulting from the injury for which he was entitled to compensation payments of the unpaid unaccrued balance for such injury shall cease and all liability therefor shall terminate unless there be surviving dependents at the time of such death.

Sec 21 If the injury causes death either with or without disability the compensation therefor shall be as provided in this section

(a) In all cases the employer shall pay direct to the persons furnishing the same the reasonable expense of the burial of the deceased employee not exceeding one hundred and fifty dollars and, if not covered by the provisions of section 13 the reasonable expense of his last sickness not exceeding two hundred and fifty dollars But no person shall be entitled to compensation

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for the burial expenses of a deceased employee unless he shall have furnished the same by authority of the widow or widower the nearest relative of the deceased employee in the county of his death his personal representative or the employer who shall have the right to give such authority in the order named. All fees and charges under this section shall be fair and reasonable shall be subject to regulation by the commission and shall be limited to such as are fair and reasonable for similar service to persons of a like standard of living. The commission shall also have jurisdiction to hear and determine all disputes as to such charges. If the deceased employee leaves no dependents the death benefit in this subsection provided shall be the limit of the liability of the employer under this act on account of such death.

(b) The employer shall also pay to the total dependents of the employee a single total death benefit the amount of which shall be determined in the following manner to wit: There shall first be determined as a basis for computation  $66 \frac{2}{3}$  per cent of the employee's average weekly earnings during the year immediately preceding the injury as provided in section 22 and such amount shall then be multiplied by three hundred and the amount so determined shall be the amount of such death benefit. The death benefit provided for shall be payable in installments in the same manner that compensation is required to be paid under this act but in no case less than at the rate of six dollars per week nor more than twenty dollars per week. There shall however be deducted from such death benefit any compensation which may have been paid to the employee during his lifetime for the injury resulting in his death. If there be a total dependent or total dependents as the case may be no death benefit shall be payable to partial dependents or any other persons except as provided in paragraph (a) of this section.

(c) If there be partial dependents and no total dependents a part of the death benefit herein provided in the case of total dependents determined by the proportion of his contributions to all partial dependents by the employee at the time of the injury shall be paid by the employer to each of such dependents proportionately.

(d) The word dependent as used in this act shall be construed to mean a relative by blood or marriage of a deceased employee who is actually dependent for support in whole or in part upon his wages at the time of the injury. The following persons shall be conclusively presumed to be totally dependent for support upon a deceased employee in the following order and any death benefit shall be payable in the following order to wit:

1. A wife upon a husband legally liable for her support and a husband mentally or physically incapacitated from wage earning upon a wife. Provided that on the death or remarriage of a widow the death benefit shall cease unless there be other dependents entitled to any unpaid remainder of such death benefit under this act.

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2 A natural posthumous or adopted child or children whether legitimate or illegitimate under the age of eighteen years or over that age if physically or mentally incapacitated from wage earning upon the parent with whom he is living at the time of the death of such parent there being no surviving dependent parent or step-parent In case there is more than one child thus dependent the death benefit shall be divided among them in such proportion as may be determined by the commission after considering their ages and other facts bearing on such dependency In all other cases questions of total or partial dependency shall be determined in accordance with the facts at the time of the injury and in such other cases if there is more than one person wholly dependent the death benefit shall be divided equally among them

(e) All death benefits provided for in this act shall be paid in installments in the same manner as provided for disability compensation

(f) Every employer shall keep a record of the correct names and addresses of the dependents of each of his employees and upon the death of an employee by accident arising out of and in the course of his employment shall so far as possible immediately furnish the commission with said names and addresses

Sec 22. The basis for computing the compensation provided for in this act shall be as follows

(a) The compensation shall be computed on the basis of the annual earnings which the injured person received as salary wages or earnings if in the employment of the same employer continuously during the year next preceding the injury

(b) Employment by the same employer shall be taken to mean employment by the same employer in the grade in which the employee was employed at the time of the accident uninterrupted by absence from work due to illness or any other unavoidable cause

(c) If the injured person has not been engaged in the employment of the same employer for the full year immediately preceding the accident the compensation shall be computed according to the annual earnings which persons of the same class in the same employment and same location (or if that be impracticable of neighboring employments of the same kind) have earned during such period.

(d) As to employees in employments in which it is the custom to operate throughout the working days of the year the annual earnings if not otherwise determinable shall be regarded as 300 times the average daily earnings in such computation.

(e) As to employees in employments in which it is the custom to operate for a part of the whole number of working days in each year such number if the annual earnings are not otherwise determinable shall be used instead of 300 as a basis for computing the annual earnings Provided, the minimum number of days which shall be so used for the basis of the year's work shall be not less than 200

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(f) In the case of injured employees who earn either no wage or less than the earnings of adult day laborers in the line of employment in that locality the yearly wage shall be reckoned according to the average annual earnings of adults of the same class in the same (or if that is impracticable then of neighboring) employments

(g) In computing the annual earnings there shall be included the reasonable value of board rent housing lodging and fuel received from the employer as a part of the remuneration of the employee and which can be estimated in money and the value of gratuities customarily received by consent of the employer in the usual course of business from persons other than the employer but there shall not be included the wages of helpers or any sums which the employer paid to the employee to cover any special expenses entailed on him by the nature of the employment.

(h) In computing the compensation to be paid to any employee who before the accident for which he claims compensation was disabled and drawing compensation under the terms of this act the compensation for each subsequent injury shall be apportioned according to the proportion of incapacity and disability caused by the respective injuries which he may have suffered.

(i) To determine the amount of compensation for each installment period the amount per annum shall be ascertained pursuant hereto and such amount divided by the number of installment periods per annum.

(j) In computing the compensation to be paid to any minor the increased earning power of such minor until he attains the age of twenty one years shall be taken into consideration and in all cases in which it is found by the commission that the employer knowingly employed a minor in violation of the child labor law of this state fifty per cent additional compensation shall be allowed

Sec. 23 The compensation payable under this act whether or not it has been awarded or is due shall not be assignable shall be exempt from attachment garnishment and execution shall not be subject to set-off or counter claim or be in any way liable for any debt and in case of the insolvency of an employer or his insurer or the levy of an attachment or an execution against an employer or insurer shall be entitled to the same preference and priority as claims for wages without limit as to time or amount save that if written notice is given to the commission of the nature and extent thereof the commission may allow as lien on the compensation reasonable attorneys fees for services in connection with the proceedings for compensation if such services are found to be necessary and may order the amount thereof paid to the attorney in a lump sum or in installments All attorneys fees for services in connection with this act shall be subject to regulation by the commission and shall be limited to such charges as are fair and reasonable and the commission shall have jurisdiction to hear and determine all disputes concerning the same

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Sec 24 No savings or insurance of the injured employee nor any benefit derived from any other source than the employer or the employers insurer for liability under this act shall be considered in determining the compensation due hereunder

Sec 25 Every employer electing to accept the provisions of this act shall insure his entire liability thereunder except as hereafter provided with some insurance carrier authorized to insure such liability in this state except that an employer may himself carry the whole or any part of such liability without insurance upon satisfying the commission of his ability so to do If the employer fail to comply with this section an injured employee or his dependents may elect after the injury to recover from the employer as though he had rejected this act or to recover under this act with the compensation payments commuted and immediately payable If the employer be carrying his own insurance on the application of any person entitled to compensation and on proof of default in the payment of any installment the commission shall require the employer to furnish security for the payment of the compensation and if not given all other compensation shall be commuted and become immediately payable Provided that employers engaged in the mining business shall be required to insure only their liability hereunder to the extent of the equivalent of the maximum liability under this act for ten deaths in any one accident but such employer may carry his own risk for any excess liability

Sec 26 No part of the cost of such insurance shall be assessed against collected from or paid by any employee.

Sec. 27 If the employer be not insured his liability hereunder shall be primary and direct If he is insured his liability shall be secondary and indirect and his insurer shall be primarily and directly liable hereunder to the injured employee his dependents or other persons entitled to rights hereunder On the request of the commission and at every hearing the employer shall produce and furnish it with a copy of his policy of insurance and on demand the employer shall furnish the injured employee or his dependents with the correct name and address of his insurer and his failure to do so shall be prima facie evidence of his failure to insure but such presumption shall be conclusively rebutted by an entry of appearance of his insurer Both the employer and his insurer shall be parties to all agreements or awards of compensation but the same shall not be enforceable against the employer except on motion and proof of default by the insurer Service on the employer shall be sufficient to give the commission jurisdiction over the person of both the employer and his insurer and the appearance of the employer in any proceeding shall also constitute the appearance of his insurer provided that after appearance by an insurer such insurer shall be entitled to notice of all proceedings hereunder

Sec 28 Every policy of insurance against liability under this act shall be in accordance with the provisions of this act and shall be in a form approved by the superintendent of the insurance department Such policy shall contain an agreement that the insurer accepts all of the pro

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visions of this act that the same may be enforced by any person entitled to any rights under this act as well as by the employer that the insurer shall be a party to all agreements or proceedings under this act and his appearance may be entered therein and jurisdiction over his person may be obtained as in this act provided, and such covenants shall be enforceable notwithstanding any default of the employer

Sec 29 All charges for insurance against liability under this act and against the liability of employers rejecting this act shall be fair reasonable and adequate with due allowances for merit rating Every insurance carrier or group of carriers authorized to insure against liability under this act shall within thirty days after this section becomes effective file with the superintendent of the insurance department its classification of risks and premium rates relating thereto with its system of schedule rating (or merit rating so called) if any The superintendent then shall hold a hearing to determine upon a uniform classification of risks and premium rates relating thereto and in his discretion a uniform system of schedule rating (or merit rating so called) Within sixty days after this section becomes effective the superintendent shall approve or issue as fair reasonable and adequate for all insurance carriers or groups of carriers authorized by law to transact liability or compensation insurance business in this state a uniform classification of risks and premium rates relating thereto and may in his discretion approve or issue a system of schedule rating (or merit rating so called) which shall be a uniform system of schedule rating (or merit rating so-called) for all such insurance carriers The superintendent may subsequently approve or issue a uniform system of schedule rating (or merit rating so called) for all insurance carriers or may modify or change any such system previously approved or issued after holding a hearing to determine its effect upon the fairness reasonableness adequacy or unfairness unreasonableness or inadequacy of rates and may approve or issue additional uniform rates and classifications or uniform changes in rates or classifications after holding a hearing to determine upon the fairness reasonableness adequacy or unfairness unreasonableness or inadequacy of such additions or changes No insurance carrier or group of carriers shall issue renew or carry insurance for employers or employees as provided in this section at premium rates which are less than the rates approved or issued by the superintendent for all insurance carriers or groups of carriers as fair reasonable and adequate for the risk to which they respectively apply provided however that if the superintendent shall have previously approved or issued a uniform system of schedule rating (or merit rating so called) insurance carriers may apply the same to any risks subject thereto but basic rates no less than the rates previously approved or issued by the superintendent and any additions thereto or reductions therefrom on account of the application of such system of schedule rating (or merit rating so called) shall be clearly set forth in the insurance contracts of\* endorsements attached thereto and provided, however that nothing con

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tained in this section shall affect the right of any insurance carrier or carriers to issue participating policies or to pay savings or dividends actually earned or saved and provided further that the provisions of this section as to rates and classifications shall not apply to employers who provide among themselves insurance or indemnity against liability under this act on the reciprocal inter insurance or mutual plan except that the classification shall be approved by the superintendent of insurance and that the rates for such insurance or indemnity shall not be less than the rates approved by the superintendent of insurance as sufficient to provide for the payment of the compensation provided by this act

Sec. 30 No insurance carrier shall write any insurance against liability hereunder unless it maintains such reserves as are required by law or in the absence thereof such reserves as may be required by the superintendent of the insurance department the power to require and regulate which is hereby vested in said superintendent

Sec. 31 Every insurance carrier writing insurance for liability hereunder or the liability of employers rejecting this act shall report to the superintendent of the insurance department in accordance with such rules as he may adopt such information as he may at any time require for the purpose of determining the solvency of carrier or the fairness reasonableness and adequacy of its rates and for such purposes the superintendent may inspect the books and records of such carriers and examine its officers agents and servants under oath

Sec 32 For any violation of the provisions of this act the superintendent of the insurance department may suspend or revoke the authority of any insurance carrier to do business in this state. If any insurance carrier fails or delays to pay any compensation finally determined to be due the superintendent shall hear the complaint and if such failure is without reasonable excuse he may revoke or suspend the authority of such carrier to do business in this state and in a proper case may apply for the appointment of a receiver for such carrier

Sec 33 Any employer or group of employers may enter into or continue any agreement with his or their employees to provide a system of compensation benefits or insurance in lieu of the compensation and insurance provided by this act. Such substitute system and insurance shall be subject to the approval of the superintendent of the insurance department and shall not be approved by him unless they confer benefits upon injured employees or their dependents at least equivalent to the benefits provided by this act nor if they require contributions from employees unless they confer benefits in addition to those provided under this act at least commensurate with such contribution Appeals shall lie to the commission from any decision award or order made by or under such substitute system Such substitute system and insurance may be terminated by the superintendent of the insurance department on reasonable notice and hearing to the interested parties if it shall appear that the same is not fairly administered or if its opera

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tion shall disclose latent defects threatening its solvency or if for any other substantial reason it fails to accomplish the purposes of this act and in this case the superintendent of the insurance department shall determine upon the proper distribution of all remaining assets if any subject to the right of any party in interest to have such action reviewed by a court of competent jurisdiction

Sec 34 Every employer in this state whether he has accepted or rejected the provisions of this act shall within ten days after knowledge of an accident resulting in personal injury to an employee notify the commission thereof and shall within one month file with the commission under such rules and regulations and in such form and detail as the commission may require a full and complete report of every injury or death to any employee for which the employer would be liable to furnish medical aid or compensation hereunder had he accepted this act and every such employer shall also furnish the commission with such supplemental reports in regard thereto as the commission shall require Every such employer and his insurer and every injured employee his dependents and every person entitled to any rights hereunder and every other person receiving from the commission any blank reports with direction to fill out the same shall cause the same to be promptly returned to the commission properly filled out and signed so as to answer fully and correctly to the best of his knowledge each question propounded therein and a good and sufficient reason shall be given for failure to answer any question No information obtained under the provisions of this section shall be disclosed to persons other than the parties to compensation proceedings and their attorneys save by order of the commission or at a hearing or compensation proceeding but such information may be used by the commission for statistical purposes Every person who violates any of the provisions of this section or who knowingly makes a false report or statement in writing to the commission shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than fifty nor more than five hundred dollars or by imprisonment in the county jail for not less than one week nor more than one year or by both such fine and imprisonment

Sec 35 Nothing in this act shall be construed as preventing the parties to claims hereunder from entering into voluntary agreements in settlement thereof but no agreement by an employee or his dependents to waive his rights under this act shall be valid nor shall any agreement of settlement or compromise of any dispute or claim for compensation under this act be valid until approved by the commission nor shall the commission approve any settlement which is not in accordance with the rights of the parties as given in this act. No such agreement shall be valid unless made after seven days from the date of the injury or death

Sec 36 Upon receipt of notice of any accident the commission shall forward to the employer and to the employee or his dependents a form of agreement to pay and accept compensation, providing for payment of compensation in accordance with the provisions of this act which agreement shall be promptly executed by both parties and returned to the commission

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and if in any case the employer disputes the claim for compensation and for that reason refuses to execute the agreement to pay compensation the commission shall assist the person who claims to be entitled thereto in filing his claim and securing an early adjudication thereof and where such agreements to pay and receive compensation are executed and filed it shall be the duty of the commission in case payments thereunder are not promptly made to provide prompt measures for the payment of such compensation and for hearing disputes with reference thereto. If the parties agree they shall file with the commission a report of the facts and their agreement and if the agreement is approved by the commission it shall make an award of compensation thereon in accordance therewith.

Sec 37 Every employer his director officer or agent who discharges or in any way discriminates against an employee for exercising any of his rights under this act shall be deemed guilty of misdemeanor and on conviction thereof shall be punished by a fine of not less than fifty nor more than five hundred dollars or by imprisonment in the county jail for not less than one week nor more than one year or both such fine and imprisonment

Sec 38 No proceedings for compensation under this act shall be maintained unless written notice of the time place and nature of the injury and the name and address of the person injured shall have been given to the employer as soon as practicable after the happening thereof but not later than thirty days after the accident unless the commission shall find that there was good cause for failure to give such notice or that the employer was not prejudiced by failure to receive such notice. No defect or inaccuracy in such notice shall invalidate the same unless the commission shall find that the employer was in fact misled and prejudiced thereby

Sec 39 No proceedings for compensation under this act shall be maintained unless a claim therefor be filed with the commission within six months after the injury or death or in case payments have been made on account of the injury or death within six months from the date of the last payment. In all other respects such limitations shall be governed by the law of civil actions other than for the recovery of real property but the appointment of a guardian shall be deemed the termination of legal disability from minority or insanity

Sec 40 If the employer and the injured employee or his dependents fail to reach an agreement in regard to compensation under this act or if they have reached such an agreement which has been signed and filed with the commission and compensation has been paid or is due in accordance therewith and the parties thereto then disagree as to the continuance of any weekly payment under such agreement, either party may make an application to the commission for a hearing in regard to the matters at issue and for a ruling thereon. Immediately after such application has been received the commission shall set the date for a hearing which shall be held as soon as practicable and shall notify the parties at issue of the time and place of such hearing

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Sec. 41 The commission or any of its members shall hear in a summary proceeding the parties at issue and their representatives and witnesses and shall determine the dispute. All evidence introduced at any such hearings shall be reported by a competent stenographer appointed by the commission. The award together with a statement of the findings of fact rulings of law and any other matters pertinent to the question at issue shall be filed with the record of proceedings and a copy of the award shall immediately be sent by registered United States mail to the parties in dispute and the employer's insurer.

Sec. 42 Upon its own motion or upon the application of any party in interest on the ground of a change in condition the commission may at any time upon a rehearing after due notice to the parties interested review any award and on such review may make an award ending diminishing or increasing the compensation previously awarded subject to the maximum or minimum provided in this act and shall immediately send to the parties and the employer's insurer a copy of the award. No such review shall affect such award as regards any moneys paid.

Sec. 43 If an application for review is made to the commission within ten days from the date of the award the full commission if the first hearing was not held before the full commission shall review the evidence or if deemed advisable as soon as practicable hear the parties at issue their representatives and witnesses and shall make an award and file same in like manner as specified in the foregoing section.

Sec. 44 The final award of the commission shall be conclusive and binding unless either party to the dispute shall within thirty days from the date of the final award appeal to the circuit court of the county in which the accident occurred or if the accident occurred outside of this state then in the county where the contract of employment was made. Such appeal may be taken by filing notice of appeal with the commission whereupon the commission shall under its certificate return to the court all documents and papers on file in the matter together with a transcript of the evidence the findings and award which shall thereupon become the record of the cause. Upon appeal no additional evidence shall be heard and in the absence of fraud the findings of fact made by the commission within its powers shall be conclusive and binding. The court on appeal shall review only questions of law and may modify reverse remand for rehearing or set aside the award upon any of the following grounds and no other

- 1 That the commission acted without or in excess of its powers
- 2 That the award was procured by fraud
- 3 That the facts found by the commission do not support the award.
- 4 That there was not sufficient competent evidence in the record to warrant the making of the award.

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Appeal from the circuit court shall be allowed the same as in civil actions and all appeals to the circuit and appellate courts shall have precedence over all other cases except election contests. In all appeals from the commission or circuit court the costs thereof shall be assessed against the losing party as provided by law in civil cases.

Sec. 45 Any party in interest may file in the circuit court of the county in which the accident occurred a certified copy of a memorandum of agreement approved by the commission or of an order or decision of the commission or of an award of the commission unappealed from where upon said court shall render judgment in accordance therewith and notify the parties. Such judgment shall have the same effect and all proceedings in relation thereto shall thereafter be the same as though said judgment were a final judgment which had been rendered in a suit duly heard and determined by said court. Any such judgment of said circuit court unappealed from or affirmed on appeal or modified in obedience to the mandate of the appellate court whenever modified on account of a changed condition under section 42 shall be modified to conform to any decision of the commission ending diminishing or increasing any weekly payment under the provisions of section 42 of this act upon the presentation to it of a certified copy of such decision.

Sec. 46 In any case a temporary or partial award of compensation may be made and the same may be modified from time to time to meet the needs of the case and the same may be kept open until a final award can be made, and if the same be not complied with, the amount thereof may be doubled in the final award if the final award shall be in accordance with the temporary or partial award.

Sec. 47 Any notice required under this act shall be deemed to have been properly given and served when sent by registered mail properly stamped and addressed to the person to whom given at his last known address in time to reach him in due time to act thereon. Notice may also be given and served in like manner as summons in civil actions.

Sec. 48 The compensation herein provided may be commuted by said commission and redeemed by the payment in whole or in part by the employer of a lump sum which shall be fixed by the commission which sum shall be equal to the commutable value of the future installments which may be due under this act taking account of life contingencies such payment to be commuted at its present value upon the basis of interest calculated at four per centum with annual rests upon application of either party with due notice to the other if it appears that such commutation will be for the best interest of the employee or the dependents of the deceased employee or that it will avoid undue expense or undue hardship to either party or that such employee or dependent has removed or is about to remove from the United States or that the employer has sold or otherwise disposed of the greater part of his business or assets. In determining whether the commutation asked for will be for the best interest of the employee or the dependents of the deceased employee or so that it will avoid undue expense or undue hardship

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to either party the commission will constantly bear in mind that it is the intention of this act that the compensation payments are in lieu of wages and are to be received by the injured employee or his dependents in the same manner in which wages are ordinarily paid. Therefore commutation is a departure from the normal method of payment and is to be allowed only when it clearly appears that some unusual circumstances warrant such a departure.

Sec 49 On notice to the other parties the commission or court may permit the employer to be discharged from further liability under any agreement award or judgment for compensation by furnishing to the person entitled thereto an annuity or other obligation approved by the commission or court by which payment is assumed by some responsible person or by depositing the commutable value thereof with the commission to be disbursed to the persons entitled thereto in such manner as the commission shall determine.

Sec 50 (a) After an employee has received an injury he shall from time to time thereafter during disability submit to reasonable medical examination at the request of the employer his insurer the commission or any of its commissioners the time and place of which shall be fixed with due regard to the convenience of the employee and his physical condition and ability to attend. The employee may have his own physician present and if the employee refuses to submit to such examination or in any way obstructs the same his right to compensation shall be forfeited during such period unless in the opinion of the commission the circumstances justify the refusal or obstruction.

(b) The commission or any of its commissioners may appoint a duly qualified impartial physician to examine the injured employee and to report his fees and traveling expense for which shall be fixed and allowed by the commission and paid as other costs under this act. If all the parties shall have had reasonable access thereto the report of such physician shall be admissible in evidence.

(c) The testimony of any physician who examined the employee shall be admissible in evidence in any proceedings for compensation under this act.

(d) Certified copies of the proceedings before any coroner holding an inquest over the body of any employee receiving an injury in the course of his employment resulting in death shall be admissible in evidence in any proceedings for compensation under this act and it shall be the duty of the coroner to give notice of such inquest to the employer and the dependents of the deceased employee who shall have the right to cross examine the witness.

(e) The commission may in its discretion in extraordinary cases order a post mortem examination and for that purpose may also order a body exhumed.

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Sec 51 All proceedings before the commission or any commissioner shall be simple informal and summary and without regard to the technical rules of evidence and no defect or irregularity therein shall invalidate the same Except as herein otherwise provided all such proceedings shall be according to such rules and regulations as may be adopted by the commission

Sec 52 The commission or any commissioner shall have power to issue process subpoena witnesses administer oaths examine books and papers and require the production thereof and to cause the deposition of any witness to be taken and the costs thereof paid as other costs under this act Any party shall be entitled to process to compel the attendance of witnesses and the production of books and papers and at his own cost to take and use depositions in like manner as in civil cases in the circuit court Subpoena shall extend to all parts of the state and may be served as in civil actions in the circuit court but the costs of such service shall be as in other civil actions Each witness shall receive the fees and mileage prescribed by law in civil cases but the same shall not be allowed as costs to the party in whose behalf the witness was summoned unless the persons before whom the hearing is had shall certify that the testimony of such witness was necessary All costs under this act shall be approved by the commission and paid out of the state treasury from the fund for the support of the Missouri workmens compensation commission provided however that if the commission shall determine that any proceedings before it or any of its members have been brought prosecuted or defended without reasonable ground it may assess the whole cost of the proceedings upon the party who so brought prosecuted or defended them The commission may permit a claimant to prosecute a claim as a poor person as provided by law in civil cases

Sec 53 If any person subpoenaed to appear at any hearing or proceeding fails to obey the command of such subpoena without reasonable cause, or if any person in attendance at any hearing or proceeding shall without reasonable cause refuse to be sworn or to be examined or to answer a question or to produce a book or paper or to subscribe or swear to his deposition he shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not more than five hundred dollars or by imprisonment in the county jail for not more than one year or by both such fine and imprisonment and may be prosecuted therefor in any court of competent jurisdiction and in case of a continuing violation each days continuance thereof shall be and deemed to be a separate and distinct offense

Sec 54 If any party shall die pending any proceedings under this act the same shall not abate but on notice to the parties may be revived and proceed in favor of the successor to the rights or against the personal representative of the party liable in like manner as in civil actions

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Sec 55 Any person who shall make or conspire with, aid or abet another to make any false or fraudulent claim to compensation or other benefits under this act and any person who shall by fraud deceit or misrepresentation receive make or cause to be made or conspire with, aid or abet another to receive make or cause to be made any payment of compensation under this act to which the recipient is not lawfully entitled and any person who shall by fraud deceit or misrepresentation and with intent to defraud cause or procure or conspire with aid or abet another in causing or procuring any person entitled to any benefits under this act to fail to make claim therefor or to accept in payment thereof less than is due under this act shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than fifty nor more than five hundred dollars or by imprisonment in the county jail for not less than one week nor more than one year or by both such fine and imprisonment.

Sec. 56 There is hereby created the Missouri workmen's compensation commission consisting of three members one of whom shall be learned in the law to be appointed by the governor by and with the advice and consent of the senate and the commission shall organize by electing one of their members as chairman. The term of office of each commissioner shall be six years except that when first constituted one member of the commission shall be appointed for two years one for four years and one for six years and thereafter all vacancies shall be filled as they occur. The terms of office of the first commissioners shall begin on the date of their appointment which shall be immediately after the adjournment of the general assembly. At least one member of the commission shall be appointed from each of the two dominant political parties and at least one member of said commission shall be a person who on account of his previous vocation employment or affiliation shall be classified as a representative of employers and at least one member of said commission shall be a person who on account of his previous vocation employment or affiliation shall be classified as a representative of employees. Such commissioners may be removed in like manner as is provided by law for members of the public service commission. Vacancies shall be filled by the governor for the unexpired term and during any vacancy the remaining members shall exercise all of the powers of the commission. The annual salary of each commissioner shall be four thousand five hundred dollars.

Sec. 57 Each commissioner and each person appointed to office or employment by the commission shall before entering upon his duties take and subscribe to an oath or affirmation to support the Constitution of the United States and of this state and to faithfully and honestly discharge the duties of such office or employment. Each commissioner and each person appointed to office by the commission shall give his whole time to his duties, nor shall he serve on any committee of any political party. Each com

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missioner shall before entering upon his duties give bond to the state of Missouri in the sum of fifty thousand dollars conditioned that he will faithfully perform the duties of his office and if a surety company bond be given the premium therefor shall be paid by the state as other expenses under this act.

Sec. 58 The commission may sue and be sued in its official name and shall have a seal bearing the inscription 'Missouri workmen's compensation commission'. The seal shall be affixed to all writs and authentication of copies of records papers on file and to such other instruments as the commission shall direct and all courts shall take judicial notice of such seal. Copies of the records and proceedings of the commission and of all papers on file in its office certified under the said seal shall be evidence in all courts of the state.

Sec. 59 The commission shall appoint and prescribe the duties of a secretary whose salary shall be \$3 600 per annum and he shall hold office at the pleasure of the commission. The commission may appoint or employ only such persons as may be necessary to the proper administration of this act at salaries to be fixed by the commission and approved by the governor provided, however that such salaries shall in no case exceed \$100 per month to any stenographer \$100 per month to any clerical employee or \$150 per month to any other employee or assistant. The commission may also appoint a medical adviser whose salary shall be fixed by the commission but not exceed \$4 000 per annum. The commission may also appoint to hear any case any circuit judge who shall act in vacation or term time, and without compensation therefor.

Sec. 60 It shall be the duty of the attorney general to furnish the commission with such legal services as it may require and to appear on its behalf in all actions or proceedings to which it may be a party.

Sec. 61 The commission shall prepare and furnish free of charge blank forms of all notices claims reports proofs and other blank forms and literature which it may deem proper and requisite to the efficient administration of this act. It may also authorize the publication and distribution of such blanks by employers and other persons.

Sec. 62 The commission shall be provided with offices at the state capitol in St. Louis and Kansas City in which offices its records shall be kept but its permanent records shall be kept in Jefferson City. The commission shall also be provided with the necessary office furniture books stationery and other supplies. Paper and stationery shall be furnished and printing done for the commission as provided by chapter 89 R. S. Mo. 1919. The commissioners and each of their appointees and employees shall have reimbursed to them their actual traveling expenses and disbursements in the discharge of their duties while away from their regular offices and places.

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of residence but the same shall not be paid until verified by the affidavit of the person who incurred them and approved by the commission. All salaries expenses and costs under this act shall be paid monthly out of the state treasury from the fund for the support of the Missouri workmen's compensation commission

(a) Unless the parties otherwise agree all original hearings shall be held in the county or city where the accident occurred at such place or places therein as may be determined by the commission or if the accident occurred outside of the state then the hearing shall be held in the county where the contract of employment was made

(b) Hearings before the full commission on review may be held at such place or places as the commission may determine having due regard for the convenience of the parties

Sec. 63 The commission and its members shall have such powers as may be necessary to carry out all the provisions of this act, and it may make such rules and regulations as may be necessary for any such purpose

Sec. 64 The commission shall charge and collect the following fees to be paid at least once each month into the state treasury to the credit of the fund for the support of the Missouri workmen's compensation commission for copies of papers and records not required to be certified or otherwise authenticated by the commission ten cents for each one hundred words and figures for certified copies of official documents awards or other records fifteen cents for each one hundred words and figures and one dollar for every certificate under seal affixed thereto for each certified copy of annual report of the commission one dollar and fifty cents for copies of evidence and proceedings fifteen cents for each one hundred words and figures also all other fees and charges allowed or required to be collected under this act or any other law The commission shall also fix and collect from the employer the reasonable expense of any investigation necessary to determine his ability to carry his own insurance No fees shall be charged or collected for copies of papers records or official documents furnished to public officers for use in their official capacity or for annual reports or other matters published by the commission in the ordinary course of distribution but the commission may fix reasonable charges for publications issued under its authority

Sec 65 Every public officer without exacting a fee or charge therefor shall furnish the commission on application with a certified copy of any document or part thereof on file in his office and no public officer shall be entitled to receive from the commission any fee for entering filing docketing or recording any document required or authorized by law to be filed in his office

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Sec 66 The commission shall make and submit to the governor on or before the second Monday in January in each year a report containing a full and complete account of its transactions and proceedings for the preceding year together with all statistics and information collected by it and such other facts suggestions and recommendations as it may deem of value which report shall be laid before the legislature

Sec 67 For the purpose of providing for the expense of administering this act every person partnership association corporation whether organized under the laws of this or any other state or country company mutual company the parties to any inter indemnity contract or other plan or scheme and every other insurance carrier insuring employers in this state against liability for personal injuries to their employees or for death caused thereby under this act shall as hereinafter provided, pay tax upon the deposits or premiums received whether in cash or notes in this state or on account of business done in this state for such insurance in this state at the rate of two per cent in lieu of all other taxes on such deposits or premiums which amount of taxes shall be assessed and collected as herein after provided.

Sec. 68 If any such insurance carrier shall fail or refuse to make the return required by this act the said superintendent shall assess the tax against such insurance carrier or self insurer at the rate herein provided for on such amount or premiums or deposits as he shall deem just and the proceedings thereon shall be the same as if the return had been made.

Sec 69 Every such insurance carrier shall on or before the first day of March 1926 and each year thereafter make a return verified by the affidavit of its president and secretary or other chief officers or agents to the superintendent of the insurance department stating the amount of all such gross premiums or deposits and credits during the year ending on the 31st day of December next preceding Upon the receipt of such returns the superintendent shall verify the same and assess the tax upon the various insurance carriers on the basis and at the rate provided in section 68 of this act and make a schedule thereof duplicate copies of which properly certified by said superintendent shall be filed in the office of the state auditor and state treasurer on or before the 1st day of April in each year Immediately thereafter the superintendent shall notify the insurance carriers of the amount of taxes respectively due from them and such taxes shall be paid annually into the state treasury on or before the first day of May next ensuing If not so paid the state treasurer shall certify the fact to the superintendent who shall thereafter suspend such delinquent carriers of insurance from the further transaction of business in this state until such taxes shall be paid Upon receiving said money the state treasurer shall place the whole thereof to the credit of the fund for the support of the Missouri workmen's compensation commission As the commission may from time to time

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determine the state auditor and state treasurer shall make transfers to the general revenue fund from the fund for the support of the Missouri workmen's compensation commission so as to refund any appropriations made to said fund out of the general revenue fund

Sec. 70 If any such insurance carrier shall withdraw from business in this state before the tax shall fall due according to the provisions of this act or shall fail or neglect to pay the tax imposed herein the superintendent shall at once proceed to collect the same and he is hereby empowered and authorized to employ such legal process as may be necessary for that purpose and when so collected he shall pay the same into the state treasury as a part of the fund for the support of the Missouri workmen's compensation commission. The suit may be brought by the superintendent in his own name in any court of this state having jurisdiction reasonable attorney's fees may be taxed as costs therein and process may issue to any county of the state and may be served as in civil actions or in cases of unincorporated associations partnerships interindemnity contract or other plan or scheme upon the principal agent of the parties thereto

Sec. 71 Wherever the employer carries his own risk or wherever substitute schemes for insurance provided for in section 33 have been approved, the commission shall inform the superintendent of insurance who thereupon shall assess and in like manner collect a similar tax from the employer carrying his own risk at the same rate and on the same basis as taxes are assessed against insurance carriers of any character carrying like risks in this state under the provisions of this act

Sec. 72 Any person or persons who shall in this state act or assume to act as agent for any such insurance carrier whose authority to do business in this state has been suspended under this act while such suspension remains in force, or shall neglect or refuse to comply with any of the provisions of this act obligatory upon such person or party or who shall willfully make a false or fraudulent statement of the business or condition of any such insurance carrier shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than \$500 nor more than \$5000 or by imprisonment in the county jail for not less than one week nor more than one year or by both such fine and imprisonment

Sec. 73 Whenever by this act any officer is required to give any notice to any insurance carrier the same may be given by mailing the same postage prepaid addressed to the principal office of the insurance carrier or its agent in this state, or to its home or to the secretary general agent or chief officer thereof in the United States

Sec. 74 Any insurance carrier foreign or domestic liable to pay a tax upon its premiums or deposits under this act shall not be liable to pay any other or further tax upon such premiums or deposits under any other law of this state and the provisions of this act shall also extend and apply to all premiums or deposits received during any part of the year 1925

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Sec 75 Any person corporation his or its directors officers or agent or any other person who violates any of the provisions of this act for which a penalty has not hereinbefore been specifically provided shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than \$50 nor more than \$500 or by imprisonment in the county jail for not less than one week and not more than one year or both such fine and imprisonment

Sec 76 All of the provisions of this act shall be liberally construed with a view to the public welfare and a substantial compliance therewith shall be sufficient to give effect to rules regulations requirements awards orders or decisions of the commission and they shall not be declared in operative illegal or void for any omission of a technical nature in respect thereto

Sec 77 If any section subsection sentence clause or phrase of this act is for any reason held to be unconstitutional such decision shall not affect the validity of the remaining portions of this act. The general assembly hereby declares that it would have passed the act the each section subsection sentence clause and phrase thereof irrespective of the fact that any one or more of the same shall be declared unconstitutional

Sec 78 All acts or parts of acts in conflict or inconsistent herewith are to that extent hereby repealed.

Sec 79 Section two to four inclusive and section thirty four of this act shall not take effect until September 1 1925  
Approved April 30 1925

EL0000010251

STATE OF MISSOURI  
DEPARTMENT OF STATE  
TO ALL TO WHOM THESE PRESENTS SHALL COME

I CHARLES U BECKER Secretary of State of the State of Missouri and Keeper of the Great Seal thereof hereby certify that the annexed pages contain a full true and complete copy of an Act of the General Assembly of the State of Missouri entitled

AN ACT to provide a system of workmen's compensation prescribing the manner of election and rejection of the act and the effect thereof defining certain terms used in said act defining the rights and liabilities of employers and employees electing to accept or reject the act and of third persons in connection therewith prescribing the method of payment of compensation to employees injured and disabled as a result of accidents arising out of and in the course of their employment prescribing the powers and duties of the commission and the courts in connection therewith regulating the charges for medical aid burial expenses and attorneys fees prescribing the rights duties and liabilities of the employer's insurer and regulating insurance rates reserves and policies regulating the rights of dependents making certain minors of full age providing for the giving and serving certain notices thereunder prescribing the manner of procedure and the limitations on proceedings thereunder providing the means of enforcing awards and the manner and extent to which the same may be reviewed by the courts creating the Missouri workman's compensation commission to administer the act and prescribing its powers duties and the salaries of the commissioners and the commission's employees providing for the establishment of offices for such commission providing for the insurance of the liability of an employer for injury or death of his employees by insurance carriers authorized to transact this class of insurance in the state or by self insurance providing a tax on insurance premiums to defray the expenses of administering the act repealing all acts or parts of acts inconsistent herewith prescribing penalties for violations of certain of its provisions and fixing the time when certain of its provisions shall take effect.

as appears by comparing the same with the original roll of said Act now on file as the law directs in this office

[SEAL]

IN TESTIMONY WHEREOF I hereunto set my hand and affix the GREAT SEAL of the State of Missouri Done at the City of Jefferson this second day of May A D Nineteen Hundred and twenty five

(Signed) CHARLES U BECKER  
*Secretary of State*

(Signed) R C DONALDSON  
*Chief Clerk*

BF 000010252

CLASSES OF POLICIES ISSUED BY  
**THE EMPLOYERS' LIABILITY  
ASSURANCE CORPORATION**

Workmen's Compensation Insurance

Liability Insurance of all kinds

Property Damage Insurance

Automobile Insurance

Workmen's Collective Insurance

Boiler Insurance

Office Robbery Insurance

Messenger Hold-Up Insurance

Residence Burglary and Theft Insurance

Personal Accident and Disability Insurance

Fidelity and Surety Guarantees Bonds

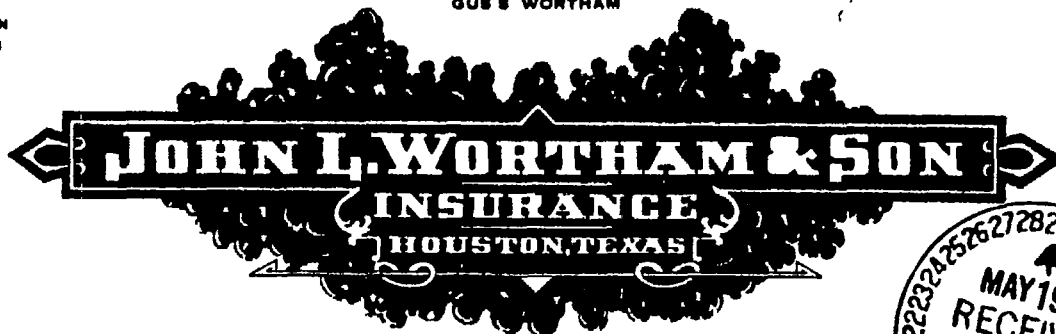
10000000253

EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD.

J W LINK JR  
CARLE ADERMAN  
LEON S GREGG

GUS S WORTHAM

T G BARROW  
E R BARROW  
T F SMITH



May 28, 1943



Brown & Root, Inc.  
P. O. Box 3  
Houston, -1- Texas

Attention: Mr. Carl Burkhardt, Jr.

Gentlemen:

Re: Missouri Operations

Attached in duplicate are Binders No. 283621 and No. 283622 of the Maryland Casualty Company effective today for a period of ten (10) days providing workmen's compensation and employer's liability for statutory limits, contractor's public liability with bodily injury limits of \$40,000/100,000, and contractor's protective public liability with bodily injury limits of \$50,00/100,000, covering your operations in Missouri which we understand are near Webb City, in Jasper County, and which we understand involve two or three field superintendents overseeing the test drilling operations being conducted by independent sub-contractors. We expect to be able to deliver to you formal policies within the next few days during which time these binders will be your evidence of coverage.

Also attached is a digest of the Missouri Workmen's Compensation Law which is conveniently arranged to show by prominent sub-heads the different features and phases of the law as respects their application, benefits, etc. We believe this digest and the accompanying text of the workmen's compensation law will answer any questions you might have concerning this matter in Missouri but we shall be glad to develop any additional information you may desire.

Yours very truly,

JOHN L. WORTHAM & SON, AGENTS

By *Reynold Earne*

RG:rum  
Enclosures

*Duplicate 3 binders  
sent to J. L. Cushman  
5/29/43*

EL 000010255

Joplin, Missouri  
May 28, 1943

Mr. George R Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Dear Mr. Brown:

*will  
be  
filed*

Enclosed, herewith, please find photostat of the Certificate and License authorizing Brown & Root to engage in business in the state of Missouri. As you can see, this Certificate gives you the rights and privileges that are set out in your original charter which does not, as you know, mention mining. Please also find an original letter from Spencer and McPherson to me giving their construction of the various privileges the state gives you under this license

In the past, you have mentioned the fact that Brown & Root's present charter does not specifically authorize you to engage in mining so there is no necessity of my dwelling on this further. It is McPherson's thought that under this permit we can construe it to do churn drilling. However, it is his belief that before we start dewatering this area and certainly before we start construction of the mill and begin mining operations underground, either your Texas charter should be amended so as to permit you to engage in mining or a new corporation formed with specific authority to engage in mining. As to whether this corporation should be domiciled in Missouri, or elsewhere, you can be the judge. I asked McPherson to check into the Missouri statutes and their tax laws and give us a concise statement of the advantages and disadvantages of incorporating in Missouri as compared with getting a permit to do business in this state for a foreign corporation. When I have his answer, I will send you a copy of his opinion

Enclosed please find a copy of a letter from K. L. Cochran, the man who took Kipps place with the War Production Board. In a letter recently, I told Mr Cochran that I would probably be in Washington shortly to discuss with them the larger development we have in mind in advance of the completion of the churn drilling and his reply is self-explanatory

My reason for calling you this morning was that I was not thoroughly satisfied with the contract which accompanied the escrow agreement that arrived at the Webb City Bank this morning. As long as you are satisfied, however, I should be. It was my thought, however, that the attorneys could have protected the Metals Reserve Company just as well as they did and at the same time have expressed the trade a little more clearly so we wouldn't have to argue about it later.

I asked Spencer and McPherson to give me a statement of the present status of the titles in the north end of Drainage Area No. 1. As you know, this is the area in which we are starting our first exploratory work and in which so far we have approximately 92 holes spotted. A copy of this report is enclosed as I thought it might be of interest to you. You need not send this copy to George Butler as by this mail, I am sending him two copies of this same opinion.

L' 030010233

You will note that Lease No. 8 is mentioned in this report. This is the Todd acreage. We were unable to secure a lease on this land, however we have a contract with him that he will pay us a 5% overriding royalty in consideration of our carrying on the dewatering. This is not a bad trade as the sheet ground under this lease is pretty well mined out. The best chance here is for the shallow ground and the Reed Springs. A 5% override should pay us a pretty good profit.

With reference to Lease No. 9, we have 50% of this lease signed by the Childress Interests who in turn mailed the lease to the Buckeye Land Company some time ago asking them to sign also. To date we have not received the lease back from Ohio but have been assured by Paul Childress that the lease will be in shortly, as the Buckeye Land Company has always allowed them to trade for their interests in this area. This lease, by the way, is the acreage we have called the Unit Holdings. It has been under lease to the Eagle Picher Company but by doing some trading, I was able to get the Eagle Picher to re-lease this back to Childress and he, in turn, executed a new lease to us. It is considered a very valuable tract of land, is located in the north drainage area and we have reason to believe it will add a very large tonnage to our reserves. This will help tremendously in the new negotiations with the War Production Board.

Tract No. 10, the Aylor tract, is one on which I am getting the abstract prepared at the present time. Lease No. 11 is owned by the Waring. I had a talk with Mr. Waring yesterday, as he has been out of the city for some time. He gave me authority to order the abstract, which I have done, and we should have it very shortly. It is generally reported that Waring has some very good drill holes on this land. In fact, he states he has. This land goes right up to the Oronogo Circle. Guy is drilling some holes up there at the present time in which he states he has poked up ore right at the surface. I wouldn't be a bit surprised as we have a condition there which gives rise to a secondary enrichment right at the surface.

As you know, the Oronogo Circle is flooded out along with all the other properties in that vicinity. I would guess the water is forty or fifty feet below the surface at that point at the present time. In conversation yesterday with Mr. Waring, I was trying to find out his future plans. As you know, the Eagle Picher keeps the area dewatered for Waring and mills his dirt for 50% of the proceeds. They have been shipping about 1800 tons a day from the Circle. Harry Easton tells me their gross receipts have averaged about \$300,000.00 a month and Harry should know as he handles the checks.

In the above connection, Waring told me that they were not stating publicly at the present time whether or not they were going to dewater. After questioning him, however, I found out he is keeping his crews employed and that he and the Eagle Picher were waiting to see if we dewatered for, as you know, in dewatering the north end we would also dewater their properties. It would be too large an undertaking for them alone and I told Waring that we would like to see them stay in there and pull their weight. If they do not do so, I told him we would have to be compensated if we dewatered and they operated. He told me if we dewatered, they would also. Incidentally, Waring told me that if we did not dewater, they would like to take over our leases. By "they" he might mean the Eagle Picher and himself but inasmuch as he is dissatisfied with his present contract with the Eagle Picher, he could mean the American Lead and Zinc for, as you know, he tried to lease this area for the American as late as this year and only quit when he found out we had the leases. I told Waring we could do anything that any other major company could in this area.

57 000010207



Mr Waring told me yesterday that he knows of one property on which we have a lease, the Center Creek property between Webb City and Cartersville, that has a better shallow stripping proposition than Oronogo Circle because it is richer and covers a greater area. I told him that we would check up on it as we carried on our drilling.

The Cooley Brothers, who as you know are stripping the area south of Webb City with drag lines, are now practically down to their ore in several places. The property appears very rich. However, I am afraid their leases may be a little small for their operation. It is interesting to us as we have leases in the immediate vicinity.

I am ready to start signing the contracts with the drilling contractors as soon as the money comes from Washington and I am authorized to sign checks. Easley seems to think if it comes by mail we should have it Monday. I hope they are a little more speedy than they have been in the past.

As to the bookkeeper I spoke to you about over the phone, this was Mr. Duke's idea and not mine. However, there will be a lot of forms to fill out and I would be glad to have some one take it off my hands so that I can put in my time to better advantage. However, if you need the man in Houston Mr. Duke mentioned, I can probably get a clerk in Harry Easley's bank, or engage a competent part-time bookkeeper in Webb City. I will be glad to hear from you with reference to this at your convenience as I hope to get started to drilling this coming week.

At the present time we are preparing the estimates on the flood protection as suggested by Mr. Ross White. As soon as this is completed, I will send it to Houston for your criticism and suggestions.

Please address me after Monday at the Connor hotel. We are having to take back our same rooms there on a month to month basis, as required in order to get a better rate, as the lady who owns this completely furnished house wants it back for her own use. Until we know our own length of stay in Joplin, we might as well go back to the hotel as there are absolutely no desirable furnished places available at this time.

With kindest personal regards, I am,

Very sincerely, yours,

  
D'Arcy M. Cashin

DMC/MRC

D 000000258

May 25, 1943

Room 3-214 "E"

Mr. D. M. Cashin, Agent  
Brown and Root, Inc.  
1227 Great Drive  
Joplin, Missouri

Dear Mr. Cashin:

This will acknowledge and thank you for your letter of May 21. The full report arrived yesterday and we are very glad that you were so thoughtful. It aids us a great deal in cases of discussion about your particular project or the area generally.

We will be very glad to see you during your visit to Washington and to get first hand information of your project. If the Zinc Division can be of further assistance to you, please do not hesitate to call.

Yours very truly,

K. L. Cochran  
Senior Industrial Specialist  
Zinc Division

KLC:RER  
(26)

ELC00010259

1227 Crest Drive  
Joplin, Missouri  
May 23, 1943

Mr. George R. Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Dear George:

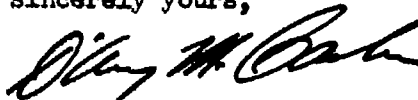
Enclosed, herewith, please find the mining page from today's Joplin Globe. This is a fairly good resume' of the happenings of the past week in this district in connection with the recent flood.

I made a trip through the area again yesterday and noted practically all the areas that are liable to be troublesome in the future in case of a flood of this magnitude. It is generally believed that this is the worst flood in fifty years but we have no reason to say that it won't reoccur next year. I thought it well, therefore, to call on you for the advice of an expert.

I am leaving this afternoon for Springfield to pick up Mr. White early tomorrow morning. I will go over all data we have collected with reference to surface drainage with him in the office tomorrow and will then take him in the field to make a reconnaissance of the area and will stay with him as long as he thinks necessary. I hope that when Mr. White finishes his examination of the area that he will be able to outline the preliminary work that we should carry on here. Before it becomes necessary for us to submit a budget in this matter, I trust Mr. White will be willing to check same so that the amount we set will not be too low.

After Mr. White has finished his examination, it is my idea to have a conference with George Potter of the Eagle Picher, the Manager of the American Lead and Zinc and Guy Waring of the Cronogo Circle and find out what their future plans are with reference to dewatering. With advice obtainable from Mr. White, it is my thought that we are going to be sitting in the saddle in this entire area. Inasmuch as Howard Young's company, the American Lead and Zinc, has a large stake in the Webb City-Carterville area, I believe we will get serious and prompt attention from Mr. Young when we go to Washington with reference to the above matter.

Very sincerely yours,



D'Arcy M. Cashin

DMC/MC

0320700011

## IRON ORE FROM AFRICA

Some Arriving as Ballast on Returning Ships

(By the Associated Press)

CLEVELAND May 16—The magazine Steel reported today some iron ore from North Africa is being received at Atlantic ports.

This is largely ballast for return trips from the war area, the trade publication continued adding.

Return cargoes of scrap are expected to be brought in this summer by the same means which may prove of great assistance in providing material for next winter.

Steel consumers find the principal stringency now is centered in bars and hot rolled sheets. Large rounds and flats in bars are well covered into September with that month practically sold out by some producers. In smaller sections bars can be obtained for July delivery in some instances.

Hot rolled alloy bars are available to some extent for August delivery with heat treated bars difficult to obtain for September shipment. Some makers have nothing to offer before the fourth quarter.

National ingot production was unchanged last week at 98 1/2 per cent of Steel's estimate of national capacity.

BF 000010263

**DOUGLAS NOW HEADS WPB ZINC DIVISION**

BR000010265

TUESDAY, MAY 16, 1943

## SAY LABOR SHORTAGE WON'T HINDER MINES

WPA Letter to Senate Says  
New Senate Bill Won't

WASHINGTON, May 16.—The Senate committee on labor and human resources today passed a bill which would prohibit the federal government from interfering with the operation of mines. The bill, which is now in the hands of the Senate, is a direct response to a letter from the War Relocation Authority, which is the executive arm of the War Relocation Authority. The letter, which was dated May 10, stated that the scarcity of labor in the mines would be a serious problem in the future. It also stated that the War Relocation Authority was planning to open new mines in the future, and that it was necessary to have a law which would protect the government from interference with the operation of these mines. The bill, which is now in the hands of the Senate, is a direct response to this letter. It would prohibit the federal government from interfering with the operation of mines, and it would also prohibit the federal government from interfering with the operation of mines in the future.

Wilson also was quoted as saying that the mines required in producing these metals will be made available from some source.

In his interpretation, the senate committee said in a statement, "is regarded as a marked departure from the position which the WPA has followed since the injection of the strategic raw materials question into the war policy equation. Apparently it throws down the gauntlet to the war manpower commission, which has heretofore shown no indication of relenting in its policy of sanctioning no new domestic non-ferrous mining work in sections where labor shortages exist."

1227 Crest Drive  
Joplin, Missouri  
May 19, 1943

Mr George R Brown  
Brown & Root, Inc  
P O Box 3  
Houston, Texas

MAY 943

Dear Mr Brown:

Enclosed, herewith, please find copies of various letters that are self-explanatory and also three clippings from newspapers here that I thought would be of interest to you

For your information, I am hammering away on the abstracts and title examinations and hope to have all the essential ones out this week

I suppose you have noted the tremendous floods we have had throughout the entire Tri State area within the past few days. Practically all of the mines in this district were flooded. The Oronogo Circle is under water as well as all other mines in that vicinity. It will be necessary for the Eagle Pitcher to start pumping again immediately in this area, a thing they have already made arrangements to do. I met Jack Gilbert out in the field this morning while I was inspecting the flood damage and incidentally getting ideas how to combat it in the future and he told me that the War Department had offered to fly pumps to them by transport plane if the Eagle Pitcher thought it necessary. I was through the area both yesterday afternoon and this morning when the water was at its highest stage and it is my belief that we should not only plug all open drill holes in the future, but should also raise the levies along certain drainage ditches and in addition construct levies around any open shafts that cannot be plugged in the critical area. The levies could be made of clay and riprapped. It is my belief these levies should be carried sufficiently high above the collar of the shaft to give four or five feet leaway above the level of the recent high water mark. I think it wise, therefore, to increase the amount set aside for surface protection and drainage work over and above the estimate in our tentative budget.

When I was talking to you over the telephone the other day, I told you we were having a storm down this way but did not realize it was so bad until I got out into the flooded area.

I hope they will expedite things in Washington so we can get to core testing. We are ready to go as soon as we obtain permission to start.

With kindest personal regards, I am,

Sincerely yours,

  
D'Arcy M. Cashin

1227 Crest Drive  
Joplin, Missouri  
May 19, 1948

Mr. George A Butler  
Gulf Building  
Houston, Texas

Dear Mr. Butler:

Enclosed, herewith, please find copies of revised lease maps. These are to take the place of maps now in your possession, the only difference being that we have assigned new numbers to these leases, which numbers we expect to carry through our entire operation.

Thank you for the copy of your letter to Mr. Petterson.

Have you received the temporary permit from the Secretary of State as yet for us to do business in the state of Missouri? Last week I received two forms to be executed by Brown & Root, Inc and had Spencer and McPherson forward them to Mr. Carl Burkhardt of Mr. Brown's office to have executed and returned to the Secretary of State at Jefferson City. Up to the present time I have not heard from Mr. Burkhardt so presume the forms have gone on through.

As soon as I hear from the Metals Reserve Company that they have authorized us to go ahead with our work here, I am ready to start so please telephone, or wire, me as the floods here have the mails uncertain as to delivery.

I am keeping in behind the abstracts and in close contact with Spencer and McPherson on the examination of titles so we should get the last opinions on the essential properties to you before the end of the week.

For your information, we have test holes tentatively spotted as follows:

Lease No.	1	Newell-Morse Royalty Company	16	Test Holes
" "	2 & 2-A	Robinson & McVoy	21	" "
" "	3	Home Land & Loan Co.	9	" "
" "	3-A	" " " "	2	" "
" "	4	Independent, Ball, Todd-Aylor	5	" "
" "	5	Independent Gravel Company	18	" "
" "	6	J. W. Van Hoose	5	" "
" "	7	Bradford K. C. Zinc	4	" "
" "	9	Childress-Buckeye Land Company	10	" "

Very sincerely yours,

---

D'Arcy M. Cashin

LI 00000007



1227 Crest Drive  
Joplin, Missouri  
May 18, 1948

Mr. J. J. Wolfe, Attorney  
Metals Reserve Company  
Room 907, 811 Vermont Avenue  
Washington, D C.

Dear Mr. Wolfe:

Enclosed, herewith, please find three copies each of two sets of lease maps. Please use these maps in place of the lease maps already in your possession, the reason being that we have re-numbered the leases and expect to use these lease identification numbers throughout our operations.

Thanking you for past courtesies and with kindest regards, I am,

Very truly yours,

BROWN & ROOT, INC

By

---

D M. Cashin, Agent

DMC:MC

LF 0000-208

1227 Crest Drive  
Joplin, Missouri  
May 19, 1948

Mr Frank C Cameron  
Metals Reserve Company  
811 Vermont Avenue  
Washington, D. C

Dear Mr. Cameron:

Replying to your letters of May 12th and May 15th, I note that you received copies of the maps of the north drainage area and have forwarded one to Mr Cochran of the War Production Board, for which I thank you.

We are very happy to note that you have made arrangements with Mr. George M. Fowler, Consulting Engineer of Joplin, Missouri, to correlate the drilling results of the proposed churn drilling program here. We have great confidence in Mr. Fowler and are very pleased to have him associated with us in this work. We have made available certain data in connection with our project to Mr. Fowler in the past and in the future will cooperate with him in every way possible.

I note that the Metals Reserve Company has approved our budget and also the employment of both Mr. Carl Plumb as Project Engineer and Mr. T. P. Donaho as Chief Sample Man. Upon receipt of this information, I advised Mr. Plumb that he will go on the payroll as soon as we have received authority from your company to proceed with the exploratory work.

With reference to Mr. T. P. Donaho as Sample Man, I wish to say that he has recently been reappointed to his former position with the Bureau of Mines. However, Mr. McMillan has agreed to assign Mr. Donaho to the Webb City project, where he will act as Chief Sample man until our core testing is completed, although he will be on the Bureau of Mines payroll. If this meets with your approval and I assume it will, it is our intention to let Mr. Donaho select the assistant sample men and supervise their work.

The Bureau of Mines has placed Mr. Otto Ruhl, Resident Engineer, at our disposal to assist us in every possible way such as spotting test holes, etc. They are also allowing Mr. Donaho to use a pick-up truck owned by the Bureau of Mines thereby saving our having to buy a truck, or lease one, all of which helps.

By this mail, I am sending Mr. J. J. Wolfe, attorney of your company, three copies each of two sets of lease maps. Mr. Wolfe may use these maps in lieu of the lease maps that he already has as on these maps, we have outlined all of our leases in the North Drainage area and have given each lease a lease number we expect to use throughout our entire operation, including the development period. I would suggest Mr. Wolfe discard the old lease maps in his possession.

Very sincerely yours,

BROWN & ROOT, INC. by  
D. M. Cashin, Agent

EX-1000-233

1227 Crest Drive  
Joplin, Missouri  
May 19, 1945

Mr. G. Temple Bridgman, Executive Vice President  
Metals Reserve Company  
811 Vermont Avenue  
Washington, D. C.

Dear Mr. Bridgman:

Copy of your letter of May 10th addressed to Brown & Root, Incorporated, Houston, Texas has been received by me in Joplin, Missouri. With reference thereto, beg to advise that I appreciate your notifying me of your approval of our first budget in the amount of \$32,387.76 as well as your approval of the program outlined, including the employment of Mr. Carl Plumb and Mr. T. P. Donaho.

With reference to the employment of Mr. Carl Plumb as Project Engineer, I wish to advise that he will be placed on the payroll as soon as you authorize us to proceed with the exploratory work.

Referring to Mr. T. P. Donaho, whom we expected to use as Chief Sample Man, I wish to say that Mr. Donaho was formerly employed by the U. S. Bureau of Mines and recently I was advised by the District Engineer that they had returned Mr. Donaho to their payroll permanently. However, the Bureau of Mines has agreed to place Mr. Donaho at our disposal without charge to supervise all core test drilling and it is our present plan to accept this offer if it meets with your approval. He will supervise all sampling, select the assistant sample men and perform every service for us that we had originally planned. As you know, the Bureau of Mines has also authorized Mr. Otto Ruhl, Resident Engineer for the Bureau of Mines, to assist us in every possible way in this work which will include spotting of test holes, etc.

In your letter I note your statement with reference to Mr. George N. Fowler, Consulting Engineer of Joplin, Missouri. Needless to say we are very happy to have Mr. Fowler associated with us in this work. We respect him as an engineer and as a man. We have already given Mr. Fowler access to our data and will make available to him any new data that will be of interest to him upon his request.

Thanking you for the interest and cooperation you have shown in our project, I am,

Very sincerely yours,

D. M. Cashin, Agent  
Brown & Root, Inc

07220000  
BY C0000000

May 17, 1943

Mr. D'Arcy M. Cashin  
1227 Crest Drive  
Joplin, Missouri

Dear Mr. Cashin:

Reference is made to your letter of May 14th, signed by  
H. E. Jones, which was received this morning, May 17th, even though  
it had been airmailed, special delivery.

The two forms furnished by the Secretary of State of Missouri  
are being returned to you instead of directly to Jefferson City because  
one, Affidavit of Principal Agent, has to be signed by you before a  
Notary Public. The other, Appointment of Agent, has been signed by our  
Vice-President, Mr. Woolsey, due to the fact that Mr. Brown is out of  
the State and will not be in Houston before the end of the week. If  
Mr. Woolsey's signature is not acceptable, please advise and we will  
have Mr. Brown sign when he returns.

Very truly yours

BROWN & ROOT, INC.

By \_\_\_\_\_

Carl Burkhardt, Jr.

CB:cp  
encl

BR000010271

Webb City Bank  
Webb City, Missouri

Gentlemen:

At the present time you hold in your possession mining leases to various tracts of land located in Townships 27, 28 and 29 North, Ranges 32 and 33 West, all in Jasper County, Missouri, which leases are from various lessors to George R. Brown, lessee. These leases are being held by you under escrow agreement between Metals Reserve Company and George R. Brown and Brown & Root, Inc and such leases are particularly described in that certain assignment from George R. Brown and Brown and Root, Inc., to Metals Reserve Company, which assignment is attached as Exhibit A to the escrow agreement previously mentioned

This letter is to constitute your authority from Brown and Root, Inc., and George R. Brown to record all the leases above mentioned, such recording to be done at the expense of the undersigned We understand that similar authorization will be furnished by Metals Reserve Company

Yours very truly,

LI 00001112

Connor Hotel  
Joplin, Missouri  
June 28, 1943

Mr. George R. Brown  
Brown & Root, Inc  
Houston, Texas

Dear George:

I have not heard from you in some time and have been so busy myself that I have not written lately but inasmuch as I am having to send my "secretary" to Houston tomorrow to look after a few things, I thought I had better send you in a few comments on the result of our drilling although it is too early to send in anything like a real report on our progress.

We have had twelve rigs running now for about nineteen days. To date, we have completed about twelve holes. This has involved several hundred assays. Some of the rigs have not been operating continuously due to breakdowns or in some instances shortage of labor, but these things have been rectified now.

As you know, in many instances we have been checking control wells. We have also been making locations in advance of working faces. This has resulted in some wells being drilled into fractures, in which case we have trouble with the hole and either have to fill back up and re-drill, or shoot the hole. However, as we are trying to follow the fractures to get an idea of the secondary enrichment, we have to expect this.

The results to date are as we expected. In every hole completed, we have encountered at least one good horizon. Enrichment has varied from a low of 2% zinc blend and 2/10 of 1% lead sulphide to a high of 10 1/2% zinc blend and 5-8/10% lead sulphide. We started on the southern edge of Drainage Area No. 1 where we would not expect to get very good assays and are now working north toward Oronogo and our results seem to get better as we go along.

We expect Mr. Cameron, who represents the Metals Reserve and Defense Plant, and Mr. Benedict, who represents the War Production Board, in Joplin next Thursday, June 1st. I am busy trying to assemble the data and have it posted on the maps before their visit. It is my belief we will be prepared

It was my hope to have the north drainage area half drilled before I contacted our expected visitors directly but inasmuch as they have speeded up their visit, I can only endeavor to make a good show and that you can depend on. We will do a lot of missionary work while they are here. I am having John Skinner, State Mine Inspector who had charge of the development in the North Drainage area in the past, come down to discuss past development with them. We will, also, have Otto Rhul and McMillan of the Bureau of Mines, Guy Waring and Harry Easley on hand, as well as our own organization, available for discussions.

EX 00001 3103

We are getting ready to send in a monthly progress report to the Metals Reserve Company, copy of which together with maps, will be sent to you. I know that next month's progress map and report will show up much better as we are now beginning to function.

Bill Stewart has just finished the estimate of the work required on the surface drainage protection, with the exception of a new diversion ditch, that we are figuring on. This is supposed to be finished tonight. A copy of this will be sent to you and I would suggest that you have Mr. Ross White check this tentative estimate and make such suggestions to Mr. Stewart as he deems wise. Otto Rhul of the Bureau of Mines and Carl Plumb, our Project Engineer, have collaborated with Stewart in the preparation of this report. My idea of having this available at this time is to be prepared to answer any questions about the flood situation that these officials from Washington may ask. It is my understanding that the Eagle Picher organization and Guy Waring are willing and anxious to assist us to get this subsurface drainage started. Since they are willing to start their work at this time, it would naturally be of assistance to us.

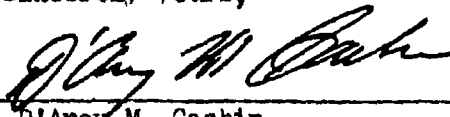
The American Lead and Zinc owns the leases which Guy Waring and the Eagle Picher are developing that are shut down at the present time on account of water. Therefore, Howard Young who as you know is head of the American, should be inclined to look with favor on our dewatering the area. I believe this is one of the reasons for the visit of the gentlemen from Washington. I imagine that Messrs. Cameron and Benedict will be around here for four or five days so if it is convenient for you to get up here for a day or two, I would be glad to have you during their visit.

As you know, according to our contract with the landowners, we are to pay them \$20.00 per drill hole for each hole drilled on their lease. This \$20.00 is supposed to be in payment for the plugging of wells and any damages to the property. The clause was put in to protect us. I contemplate issuing these checks for these holes upon completion of the drilling of each lease. This can amount to anything from \$40.00 to \$200.00 on the various leases. In fact, if we drill three hundred wells in the entire leased area, it can amount to six thousand dollars. I can issue checks for these amounts on the Brown & Root, Inc. account in the Webb City Bank if I have sufficient funds at the time, or you can create a special fund for this if you wish. I would think, however, increasing our funds slightly from \$4000.00 to \$6,000.00 would take care of it. As you know, we cannot charge this against the Metals Reserve Company account.

The Bureau of Mines has cooperated with us in every possible way. We now have four of their men out in the field with us, three of whom are on the Bureau's pay roll. We have also been loaned one automobile and a pick-up truck that we badly needed.

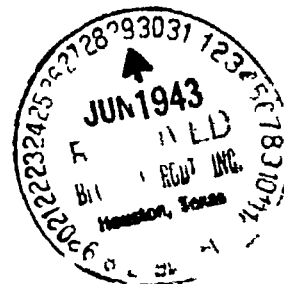
Looking forward to seeing or hearing from you in the near future,  
I am,

Sincerely yours,

  
D'Arcy M. Cashin

LA 6666 112

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS



GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. N. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAPE

June 28, 1943.

In re: Webb City Zinc Project

Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.

Attention: Mr. R. G. Wilson,  
Assistant General Counsel

Gentlemen:

Your letter of June 25 calls attention to our letter of June 21 concerning the opinion of Spencer and McPherson dated June 18, 1943, covering:

All of the South Half (S/2) of the Northeast Quarter (NE/4) of Section Twelve (12), Township Twenty-eight (28), Range Thirty-three (33), in Jasper County, Missouri.

The word "not" in the next to the last line of our letter was an inadvertence and should be eliminated, and the last paragraph of our opinion of June 21 concerning the above described property is hereby amended to read as follows:

It is further our opinion that a lease taken on the 25th day of November, 1942, made by the said Webb City & Joplin Ballast Company, a corporation, Sarah C. Gunning, Ethel Dean Ball, widows, Elizabeth B. Patterson and F. L. Patterson, Jr., her husband, and G. W. Ball and Winona C. Ball, his wife, and that a lease taken on the 10th day of November, 1942, made by Independent Gravel Company, a corporation organized and existing under the laws of the State of Missouri, and that a lease taken on the 29th day of March, 1943, made by the said Todd Land

BI 000010135



**Metals Reserve Company - 2.**

Corporation of Webb City, Jasper County, Missouri, a corporation organized and existing under the laws of the State of Missouri, to George R. Brown are valid and subsisting leases thereon, subject to the foregoing, and that said leases are assignable, and that the said George R. Brown is not in default under the terms of the said lease.

Yours very truly,

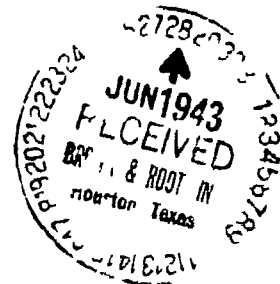
*Butler & Burian*

FJK:w

cc / Mr. George R. Brown  
- Spencer and McPherson  
- Mr. D'Arcy M. Cashin

BL000010136

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS



GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. N. BLANTON JR.  
FRANK J. KNAPP  
CHARLES E. DRAPE

June 26, 1943.

In re: Webb City Project Area

Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.

Attention: Mr. R. G. Wilson

Gentlemen:

Our attention has been called to the fact that the several mining leases from various lessors to George R. Brown which are now being held in escrow by the Webb City Bank have not been recorded. Until they have been recorded, they will not constitute constructive notice to any third party to whom lessors might execute other leases and since mining or prospecting operations will not be conducted on all of this property at the same time, third parties would not have notice by reason of actual possession on the part of George Brown.

We believe that these leases should be recorded without further delay and we request that you authorize the Webb City Bank to record the leases being held in escrow by it under the escrow agreement, such recording to be at the expense of George Brown. Likewise, we will furnish the Bank with Mr. Brown's authorization for such recording.

Yours very truly,

*Butler & Binion*

FJK:w

cc - Mr. George R. Brown  
- Webb City Bank

EX 000010137

C O P Y

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HOW TO TALK

Connor Hotel  
Joplin, Missouri  
June 26, 1943

Mr Carl Burkhardt  
Brown & Root, Inc  
P. O. Box 3  
Houston, Texas

Dear Mr. Burkhardt:

Please send me five Brown and Root purchase  
order books as soon as you can I have one on hand but will  
need others within the next few days

Things are coming along well here but I am  
plenty busy as you can well imagine.

Thanking you for your attention to the  
above, I am,

Very truly yours,



D'Arcy M. Cashin  
P O Box 229  
Joplin, Missouri

DMC/MRC

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**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GULF BUILDING  
HOUSTON TEXAS

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. RICE  
WM. N. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAPER

June 21, 1943.



In re: Webb City Project Area

Metals Reserve Company,  
Washington, D. C.

Attention: Mr. R. G. Wilson

Gentlemen:

We have received and examined an opinion dated June 18th by Messrs. Spencer and McPherson of Joplin, Missouri, covering that certain tract of land designated as Tract No. 4 on the master map of the Central Drainage District of Webb City, Missouri, and more particularly described as follows:

All of the South Half (S/2) of the Northeast Quarter (NE/4) of Section Twelve (12), Township Twenty-eight (28), Range Thirty-three (33), in Jasper County, Missouri.

We have been advised that the objection specified in paragraph "a" with respect to the title of the Independent Gravel Company has been corrected by a subordination agreement executed by the Trustee.

We are advised that the objection set out in paragraph "c" with reference to the title of the Independent Gravel Company has been cured by the execution and recording of a quit claim deed from B. D. Reynolds and W. C. Ball.

The objection raised with reference to the title

EX 000010129

**Metals Reserve Company — 2.**

of the Webb City and Joplin Ballast Company has been cured by the execution and recording of the quit claim deed from B. D. Reynolds and W. C. Ball, mentioned in the previous paragraph.

The objection made in paragraph "b" with reference to the title of Todd Land Corporation has been cured by the securing of an affidavit from J. Frank Todd.

The objection contained in paragraph "c" with reference to the title of Todd Land Corporation has been corrected by the obtaining of a quit claim deed from the interested parties.

The objection raised in paragraph "e" with reference to the title of the Todd Land Corporation has been corrected by the execution of a subordination agreement as to the lien of the deed of trust mentioned in such paragraph "e".

In paragraph "f" with reference to the title of Todd Land Corporation, attention is called to the existence of certain judgments which constitute a lien against the interests of the Todd Land Corporation. We are advised that investigation reveals that total liability under these judgments is \$58.52, and consequently we recommend that this objection be waived. In this connection, we call attention to the fact that the leases in question provide that the lessee may satisfy any lien, taxes or mortgages, and thereupon will be subrogated to the rights of the lessor.

With reference to the Aylor title, the same objections are made as appear in objections "a" and "b" of the title of Todd Land Corporation. We recommend that such objection "a" be waived, and objection "b" has been corrected by the securing of an affidavit which has previously been mentioned.

With reference to "Other Title Objections", attention is called in paragraph No. 5 to a mining lease dated

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**Metals Reserve Company -- 3.**

December 17, 1934 to Frank Childress, which mining lease is the subject of a surrender dated July 23, 1941 in which surrender a certain reservation is made. We are now advised by Messrs. Spencer and McPherson in a letter setting out corrective work, that it is their opinion that this lease has been forfeited under its terms and conditions, but out of an abundance of caution proceedings are in motion to secure a release and, consequently, we recommend that this objection be waived.

We recommend that all other objections set out in the opinion of Spencer and McPherson dated June 18th be waived.

Subject to the above, it is our opinion that a good and merchantable title to the above described tract is vested as follows: an undivided 1/4 interest in Independent Gravel Company, a Missouri corporation, an undivided 1/4 interest in Todd Land Corporation, a Missouri corporation; an undivided 1/4 interest in Webb City and Joplin Ballast Company, a Missouri corporation; an undivided 1/8 interest in Sarah C. Gunning; an undivided 1/24 interest in Ethel Dean Ball; an undivided 1/24 interest in Elizabeth B. Patterson; and, an undivided 1/24 interest in George W. Ball, II.

It is further our opinion that a lease taken on the 25th day of November, 1942, made by the said Webb City & Joplin Ballast Company, a corporation, Sarah C. Gunning, Ethel Dean Ball, widows, Elizabeth B. Patterson and F. L. Patterson, Jr., her husband, and G. W. Ball and Winona C. Ball, his wife, and that a lease taken on the 10th day of November, 1942, made by Independent Gravel Company, a corporation organized and existing under the laws of the State of Missouri, and that a lease taken on the 29th day of March, 1943, made by the said Todd Land Corporation of Webb City, Jasper County, Missouri, a corporation organized and existing under the laws of the State of Missouri, to George R. Brown are valid and subsisting leases thereon, subject to the foregoing, and that said leases are not assignable, and that the said George R. Brown is not in default under the terms of the said leases.

Yours very truly,

FJK:w

cc - Mr. George R. Brown  
- Spencer and McPherson  
- Mr. D'Arcy M. Cashin

*Butler & Burian*

BF 000010141

June 19, 1945

Mr. D'Arcy W. Gashin  
P. O. Box 229  
Joplin, Missouri

Dear Mr. Gashin:

As requested in your letter of June 16th to Mr. George R. Brown, there is enclosed Photostat No. 6 of our Purchaser's License issued under the Federal Explosives Act of December 28, 1941.

As you know, you will have to go to the local County Seat and obtain a shooter's license. Also, you will have to keep an accurate check of all dynamite used. The Atlas representative, we are sure, is familiar with all the rules and regulations and can furnish you with report forms, etc.

Mr. George Brown is in Washington, having left here the day before your letter was received.

Yours very truly,

---

Carl Burkhardt, Jr.

CB:LMB  
Enc.

BR000010142

OFFICE MEMO  
BROWN & ROOT, INC.

TO: Mr. D'Arcy M. Cashin  
FROM: Carl Burkhardt, Jr.  
SUBJECT: Certificate and License

Date: June 18, 1943

Receipt is acknowledged of the original of the certificate  
and license issued by the State of Missouri. The same records are  
returning the photostat.

By: Carl Burkhardt, Jr.

OB:ed

Attachment

BF 000010143



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 Texas

**June 18, 1943.**

**In re: Webb City Project Area**

**Metals Reserve Company,  
Washington, D. C.**

**Gentlemen:**

On June 4, 1943, we furnished you with our opinion with reference to two certain tracts of land designated as Tract No. 5 on the master map of the Central Drainage District of Webb City, Missouri, and more particularly described as follows:

All of the Northeast Quarter (NE/4), and all of the Southeast Quarter (SE/4), and all of the East Half (E/2) of the Northwest Quarter (NW/4), and the East Half (E/2) of the Southwest Quarter (SW/4) of Section Seven (7), and all of the West Half (W/2) of the Northwest Quarter (NW/4), and the West Half (W/2) of the Southwest Quarter (SW/4) of Section Eight (8), all in Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

Commencing at the Southwest corner of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Eight (8), Township Twenty-eight (28), Range Thirty-two (32), running thence North 645 feet, thence East 332 1/2 feet, thence in a Southwesterly direction to a point 7 links East of the Southwest Corner of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), thence West on the South line of said tract to the place of beginning, containing two and one-half (2 1/2) acres, all situated in Jasper County, Missouri.

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Metals Reserve Company -- 2.

In the second paragraph on the second page of such opinion, we called attention to an outstanding mining lease, but advised we were informed that negotiations were in progress to secure a release of this mining lease and we recommended that this objection be waived.

The lease in question was one executed several years ago by the Independent Gravel Company to Told, Jenkins and Cahill and covered 160 acres of said Tract 5. Dispute has arisen between lessor and lessee as to whether this lease was still effective, and agreement has now been reached whereby Told, Jenkins and Cahill will surrender such lease in consideration of the granting of a license to them to mine under 40 acres of these premises for a period of three years. We are enclosing a copy of such licensing agreement for your examination.

We recommend that such proposed licensing agreement be approved by Metals Reserve Company.

Subject to the above and the matters set forth in our original opinion of June 4, we are of the opinion that good and merchantable title to the tract of land above-described is vested in Independent Gravel Company, and that a lease taken thereon on the 10th day of November, 1942, made by the Independent Gravel Company to George R. Brown is a valid and subsisting lease thereon, and that said lease is assignable, and that said George R. Brown is not in default under the terms of said lease.

Yours very truly,

*Butler and Bunson*

FJK:w

enclosure

cc - Spencer and McPherson  
- Mr. D'Arcy M. Cashin  
✓ Mr. George R. Brown

ELC00010145

**D'ARCY M CASHIN**  
708 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Connor Hotel  
Joplin, Missouri  
June 16, 1943

Mr. George R. Brown  
Brown & Root, Inc.  
Houston, Texas

Dear Mr. Brown:

Enclosed, herewith, please find the mining section from the June 15th issue of the Joplin Globe. I am also sending a copy to Mr. George Butler. You will note a digest of Senate Bill No. 1160 introduced by Senator Scrugham of Nevada. Incidentally I took some courses under Mr. Scrugham at the Nevada School of Mines.

With reference to Senate Bill No. 1160, it is my belief that if enacted into law, it would be of tremendous assistance to us in our post war operations. I would suggest, therefore, that you study it carefully and if it meets with your approval, get all your influence in behind it. We can contact Senator Connolly as he is a very old personal friend.

Last Sunday I called Harry Easley's attention to this item just as he was leaving with Senator Truman for Oklahoma City. Harry just got back this morning and tells me that Senator Truman promised to get behind this bill and stated that upon his return to Washington, he would contact Senator Guffey and ask him to use his influence also. Senator Truman stated that he did not believe Scrugham would introduce any bill of this kind, however, unless he already had Guffey's approval.

You will note on this mining section, the first article published with reference to Brown and Root operations here Mr. Gray, the mining reporter of the Joplin Globe has been after me for some time for permission to publish something with reference to our operations but I have discouraged this by telling him that on instructions from both Houston and Washington, I was asked to keep things out of print as we did not want any publicity until we had final approval of our project in Washington. I have even had Harry Easley and Dick McPherson contact the owner of the Globe to prevent premature publicity. However, when we spudded in the Globe was afraid they would get scooped some place and wanted to publish some notice so I told them if they would restrict themselves to one paragraph, it would be all right I told them that I did not expect anything further in the paper until our project was definitely approved in Washington. You will note two paragraphs inserted instead of one but it was the best I could do and still keep the friendship of the newspaper. I do not think any harm has been done.

EX 0000701-6

D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Enclosed you will find a letter received from Arch Little of the War Production Board. Mr. Little was Mr. Kipps' boss and is the man who stated that if we began checking in our drilling, there was a good chance that they would approve the major proposition in advance of the completion of our drilling program. He is one of the men that I was going to visit after we had the drilling program half completed in the north drainage area. However, in the light of the contemplated visit of Mr. Frank Cameron and Mr Paul Benedict of the War Production Board to this area the latter part of the month, it is my thought I should make the preliminary trip to Washington contingent upon my conference with these gentlemen. Attached to Mr Little's letter is my reply to same.

I am enclosing a copy of a map mailed this day to Mr Petterson of the Metals Reserve Company, together with a copy of my letter to him which is self-explanatory.

With reference to the churn drilling, in some holes where I have good reason to believe on account of mineralization an enrichment should be shown and isn't, it is my intention to put a squib shot and chamber the hole. Of course we will report the results actually found in drilling and then the results obtained from the shooting so there will be no question of anybody being lead astray but I may want to prospect in a hole for a greater distance than the 4 7/8th inch diameter of the hole drilled. In other words, I want to obtain as much information possible from every hole drilled.

*of* In connection with this contemplated shooting, I have to apply for a license to shoot at the county seat and it will be necessary for me to have a photostatic copy of Brown & Root's "License to Purchase Powder". I have already taken this up with the Atlas representatives here who have stated that their company has a notice of your license to buy powder but tells me I should have a photostatic copy of your license. Will you please have this photostatic copy forwarded to me at your convenience as we never know when we are going to shoot. We may do some this week.

As I advised you by wire, we spudded in our first hole, L3-1, on the 7th of June. Last night this hole was around 210 feet. It had shines of zinc from 180 feet to 200 feet and good shows from 200 feet to 207 feet. This hole is now drilling on top of the Reed Springs and it is our present intention to carry it on into this formation. Another well, L1-2 spudded in on the 8th of June, has had shows of lead and zinc from 195 feet to 202 feet. From 202½ feet to 207 feet, it had good shows of lead. This well also will probably be carried on through the Reed Springs formation. Another well, L1-1 will probably be in the ore zone tonight if they are not held up on account of rain today. To summarize the present status of our wells, we had 11 rigs actually drilling yesterday and the 12th is rigging up today so you can see we are stepping on them trying to make a showing before the Metals Reserve and

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D'ARCY M CASHIN  
706 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

War Production Board men come down about the 25th.

I am wondering if when the men from Washington come down, you wouldn't like to make a run up here for at least one day. I know I would be glad to have you and your presence might help in selling them on the idea of letting us go ahead with our major proposition in advance of the completion of our drilling program. Both of these men are subordinates but their reaction may have great bearing on the decision of the Powers-that-be

With kindest personal regards, I am,

Very sincerely yours,



---

D'Arcy M. Cashin  
P. O. Box 229  
Joplin, Missouri

DMC/MRC

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D'Arcy M. Cashin  
705 National Standard Bldg  
Houston, Texas

Connor Hotel  
P O. Box 229  
Joplin, Missouri  
June 16, 1945

Mr George R. Brown  
Brown & Root, Inc  
Houston, Texas

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D'Arcy M. Cashin  
705 National Standard Building  
Houston, Texas

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D'Arcy M. Cashin  
705 National Standard Building  
Houston, Texas

War Production Board men come down about the 25th

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With kindest personal regards, I am,

Very sincerely yours,

/s/ D'Arcy M. Cashin  
D'Arcy M. Cashin  
P O Box 229  
Joplin, Missouri

DMC/1RC

BR000010155



D'Arcy M. Cashin  
705 National Standard Bldg.  
Houston, Texas

Connor Hotel  
P. O. Box 229  
Joplin, Missouri  
June 16, 1943

Mr. George R. Brown  
Brown & Root, Inc.  
Houston, Texas

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With reference to Senate Bill No. 1160, it is my belief that if enacted into law, it would be of tremendous assistance to us in our post war operations. I would suggest, therefore, that you study it carefully and if it meets with your approval, get all your influence in behind it. We can contact Senator Connolly as he is a very old personal friend.

Last Sunday I called Harry Easley's attention to this item just as he was leaving with Senator Truman for Oklahoma City. Harry just got back this morning and tells me that Senator Truman promised to get behind this bill and stated that upon his return to Washington, he would contact Senator Guffey and ask him to use his influence also. Senator Truman stated that he did not believe Scrugham would introduce any bill of this kind, however, unless he already had Guffey's approval.

You will note on this mining section the first article published with reference to Brown and Root operations here. Mr. Gray, the mining reporter of the Joplin Globe has been after me for some time for permission to publish something with reference to our operations but I have discouraged him by telling him that on instructions from both Houston and Washington, I was asked to keep things out of print as we did not want any publicity until we had final approval of our project in Washington. I have never had Harry Easley and Dick McPherson contact the owner of the Globe to prevent premature publicity. However, when we appeared in the Globe was afraid they would get scooped some place and wanted to publish some notice so I told them if they would restrict themselves to one paragraph, it would be all right. I told them that I did not expect anything further in the paper until our project was definitely approved in Washington. You will note two paragraphs inserted instead of one but it was the best I could do and still keep the friendship of the newspaper. I do not think any harm has been done.

BR000010150

D'Arcy M. Cashin  
705 National Standard Building  
Houston, Texas

Enclosed you will find a letter received from Arch Little of the War Production Board. Mr. Little was Mr. Kipps' boss and is the man who stated that if we began checking in our drilling, there was a good chance that they would approve the major proposition in advance of the completion of our drilling program. He is one of the men that I was going to visit after we had the drilling program half completed in the north drainage area. However, in the light of the contemplated visit of Mr. Frank Cameron and Mr. Paul Benedict of the War Production Board to this area the latter part of the month, it is my thought I should make the preliminary trip to Washington contingent upon my conference with these gentlemen. Attached to Mr. Little's letter is my reply to same.

I am enclosing a copy of a map mailed this day to Mr. Petterson of the Metals Reserve Company, together with a copy of my letter to him which is self-explanatory.

With reference to the churn drilling, in some holes where I have good reason to believe on account of mineralization an enrichment should be shown and isn't, it is my intention to put a squib shot and chamber the hole. Of course we will report the results actually found in drilling and then the results obtained from the shooting so there will be no question of anybody being lead astray but I may want to prospect in a hole for a greater distance than the  $4 \frac{7}{8}$  inch diameter of the hole drilled. In other words, I want to obtain as much information possible from every hole drilled.

In connection with this contemplated shooting, I have to apply for a license to shoot at the county seat and it will be necessary for me to have a photostatic copy of Brown & Root's "License to Purchase Powder". I have already taken this up with the Atlas representatives here who have stated that their company has a notice of your license to buy powder but tells me I should have a photostatic copy of your license. Will you please have this photostatic copy forwarded to me at your convenience as we never know when we are going to shoot. We may do some this week.

As I advised you by wire, we spudded in our first hole, L3-1, on the 7th of June. Last night this hole was around 210 feet. It had shines of zinc from 180 feet to 200 feet and good shows from 200 feet to 207 feet. This hole is now drilling on top of the Reed Springs and it is our present intention to carry it on into this formation. Another well, L1-2 spudded in on the 8th of June, has had shows of lead and zinc from 195 feet to 202 feet. From 202½ feet to 207 feet, it had good shows of lead. This well also will probably be carried on through the Reed Springs formation. Another well, L1-1 will probably be in the ore zone tonight if they are not held up on account of rain today. To summarize the present status of our wells, we had 11 rigs actually drilling yesterday and the 12th is rigging up today so you can see we are stepping on them trying to make a showing before the Metals Reserve and

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C O P Y

D'Arcy M. Cashin  
705 National Standard Building  
Houston, Texas

War Production Board men come down about the 25th.

I am wondering if when the men from Washington come down, you wouldn't like to make a run up here for at least one day. I know I would be glad to have you and your presence might help in selling them on the idea of letting us go ahead with our major proposition in advance of the completion of our drilling program. Both of these men are subordinates but their reaction may have great bearing on the decision of the Powers-that-be.

With kindest personal regards, I am,

Very sincerely yours,

/s/ D'Arcy M. Cashin  
D'Arcy M. Cashin  
P. O. Box 229  
Joplin, Missouri

DMC/MRC

Br C0C01C152

Connor Hotel  
Joplin, Missouri  
June 16, 1943

Mr. S. H. Petterson  
Metals Reserve Company  
511 Vermont Avenue  
Washington, D. C.

Dear Mr. Petterson:

Enclosed, herewith, please find three copies of Progress Maps on the north drainage area. You will note that originally letters were given to all locations made. In spotting the locations and in getting the elevations of these locations, the engineers have identified the various locations by letters restricting them to the individual leases. As we moved the rigs onto the locations, we gave these locations numbers. The numbers of the locations are identified as follows:

The "L" number refers to lease number, then follows the number of the well itself. For instance, L-1, refers to location No. 1 on Lease No. 5. These same lease numbers are shown on the Tabulation of Leases of which three copies were sent to Mr. Wolfe and I think possibly copies to you also. These lease numbers will be carried on throughout our operations as well, also, the well numbers on the individual leases.

As we move onto new locations, we can advise you that we are locating, for example on L-B which is now No. 6, or whatever number happens to fit at that particular time. We will try to give you new maps from time to time to keep you up on developments but you can always change the letter to the number.

As of June 15th, we have eleven rigs operating and the twelfth should spud in today. You will note on these maps the date the wells were spudded in and the hole's status as of June 15th. Where we have had shows of lead and zinc, they are indicated as is also the bottom of the hole, or total depth, labelled "T. D." as of the end of the shift on June 15th.

Samples are taken every five feet above the ore zones and are set aside and labelled for Mr. Fowler so that his engineers may inspect them. In the ore zone, samples are taken every two and a half feet and samples set aside for Mr. Fowler.

In the ore zone where samples are taken every two and a half feet, they are run through a splitter, taken to the field office, dried out and placed in sacks to be sent to the assayer. We are also retaining portions of the samples in glass jars in case it should be necessary to check them later. Our first sample should be sent to the

ENCLOSURE

assayer the latter part of this week as we are now installing some gas lines to heaters and should be drying samples within the next few days.

Our organization is beginning to function in the field and it is my belief we will show greater progress in the coming week.

I have just received a letter from Mr. Archibald Little, Chief of the Ores and Concentrates Section, Zinc Division, War Production Board inquiring as to our progress. I assume that you will send Mr. Little one copy of this data and I will not mail a copy to him.

We are looking forward to the visit of Mr. Cameron and Mr. Benedict the latter part of the month. We are trying to get a sufficient amount of work done to give these gentlemen a comprehensive idea of what we are doing.

If there is any further information, or data, that you may need at any time, do not hesitate to call on me for it. This is not intended to be a finished report but only sufficient data to bring you up to date.

Very sincerely yours,

DMC/MRC

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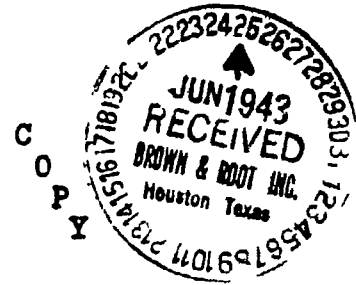
D'Arcy H. Cashin  
P. O. Box 229  
Joplin, Missouri

L' COLO. 127

**BUTLER AND BINION**  
ATTORNEYS AT LAW  
GOLF BUILDING  
HOUSTON TEXAS

June 12, 1943

GEORGE A. BUTLER  
JACK BINION  
GEORGE W. BICE  
WM. M. BLANTON JR.  
FRANK J. KNAPP  
CHARLES H. DRAVER



In re: Webb City Project Area

Metals Reserve Company,  
Lafayette Building,  
811 Vermont Avenue,  
Washington, D. C.

Attention Mr. R. G. Wilson

Gentlemen

We have received and examined an opinion dated June 2, 1943, of Messrs. Spencer and McPherson of Joplin, Missouri, covering a tract of land designated as Tract No 3A on the master map of the Central Drainage District of Webb City, Missouri, and more particularly described as follows

The South Half ( $S\frac{1}{2}$ ) of Lot Numbered Two (2) in the Southwest Fractional Quarter of Section Six (6), Township Twenty-eight (28), of Range Thirty-two (32) in Jasper County, Missouri.

Messrs. Spencer and McPherson point out in paragraph 5 of their opinion that the Home Land and Loan Company acquired title to the above-described tract by virtue of foreclosure of deed of trust originally executed by the Rochester Land and Leasing Company to J. C. Veatch, Trustee, of the Home Land and Loan Company. By reason of an improper description in the deed of trust and foreclosure proceedings thereunder, it appears that there were some two to four acres of the above-described tract, title to which has not been acquired by Home Land and Loan Company under these foreclosure proceedings, and since the Rochester Land and Leasing Company is no longer in good standing, it appears that the only way to correct this defect will be a suit to reform the deed, however, this defect does not affect the

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C O P Y

Metals Reserve Company -2

title to the rest of said tract, and we recommend that the same be waived as the operations on this tract can be confined to the area of which the Home Land and Loan Company has a good title.

Subject to the matters in the foregoing paragraph, it is our opinion that good and merchantable title to the above-described property is vested in the Home Land and Loan Company, a Missouri corporation

It is further our opinion that a lease from Home Land and Loan Company to George R. Brown on the above-described tract dated October 5, 1942, is a valid and subsisting lease thereon, and that such lease is assignable and that said George R. Brown is not in default under the terms of said lease

Yours very truly,

FJK:w

cc- Spencer and McPherson

Mr D'Arcy M Cashin  
Connor Hotel  
Joplin, Missouri  
- Mr. George R Brown

BF 000010159

D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

JUN 11 1943

Connor Hotel  
Joplin, Missouri  
June 11, 1943

Mr. George R. Brown  
Brown and Root, Inc.  
Houston, Texas

Dear George:

Immediately upon receipt of the wire from the Metals Reserve last Saturday that they would not pass on the sufficiency of our contracts with the drilling contractors, I made arrangements to move in the rigs and start to work. If the Metals Reserve Company had advised me earlier of their intention, it would have saved about five days time for all of us. However, I haven't told them so and won't.

From my telegram you know that the first rig spudded in last Monday and we should be in ore tomorrow. We are all rigged up and ready to do the sampling. Five other rigs, making a total of six, were drilling yesterday. Two others are rigging up. Two more rigs are moving in that have been waterbound in Oklahoma and Kansas and I hope they will be on the job tomorrow. Two other rigs we figured on are either working on other holes or are waterbound in such a position they cannot move at present. I have issued instructions that if they are not on the job by Monday, we will have to move two other rigs on in their places.

The Bureau of Mines engineers are cooperating with us very closely as is Mr. George Fowler, consulting geologist and engineer for the Eagle Picher who has been retained by the Metals Reserve Company in connection with our operations. Mr. Fowler is giving us some very helpful suggestions.

Since Mr. Ross White left here, we have been doing considerable field work in connection with the preparation of the estimates of the extent and cost of the flood protection work which should be carried on simultaneously with the dewatering. We hope to have this work completed within the next ten days and will forward copies of this data, together with maps, to you and to Mr. Ross White for criticism.

I have been advised by representatives of the Eagle Picher and by people in close contact with that company that it is their intention to start dewatering in a big way in the north drainage area within the next two weeks. It is my understanding that as soon as they finish their dewatering in Oklahoma, they will move all their pumps to the Webb City area.

EX-100-101-3




705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Some estimate they will pull 40,000 gallons which will take in excess of twenty large pumps. On this basis, they will pull that head down pretty fast and of course will be benefiting us as they have to pull water from under our ground at the same time. I think the principle reason the Eagle Picher has been sending people to contact me recently is that George Potter wants us to help him somewhat with the War Production Board in certain things he wants to do. At the same time they have indicated that if they dewater certain portions of the north area for us, that is certain leases that we now have like the Unity which we recently got indirectly from them, they would like to make arrangements with us to mine these leases and mill the dirt down at the Eagle Picher Mill. Incidentally they are running shy of dirt for this mill. I think it is no accident they have been evidencing more interest in our area in the last month than they ever have in the past.

As I told you, I am expecting Mr. Frank Cameron of the Metals Reserve Company and Mr. Paul Benedict of the War Production Board (Benedict succeeded Page) down here the latter part of this month. I am trying to push our work here so as to make a showing by the time of their visit because in taking them through the field, I am going to try and sell them, especially Benedict, on the idea of letting us dewater at the present time and at the same time commit Washington to going through with out major operations in advance of the completion of our churn drilling program. This is what I have discussed with you for some time but I think their visit here will be a psychological time to broach the subject. If I get encouragement from them during their visit, I will advise you and if you agree with me, making a flying trip to Washington to interview the War Production Board as a whole and endeavor to get something definite out of them to work on. I cannot stay away from here very long at one time as I must stay in close contact with these developments and cannot let the drilling contractors' bills accumulate as naturally we do not want to pay for anything unless we know the work is being done. I believe we can work this out when the time comes.

This all comes back to the interest displayed by the Eagle Picher and Potter's desire to discuss the situation with me. I feel, however, that we should have our plans in much more concrete shape than we now have, that is, have a better knowledge of our reserves and the War Production Board's future plans for us before I talk to Mr. Potter at all. When I have this interview, I intend to do more listening than talking as I want to find out what he has in his mind, pass it on to you and tell Mr. Potter any definite action will have to be approved by you as all I can do is give you his outline. George Potter has the reputation of being a pretty shrewd trader. It is my belief that somewhere along the line he would like to take us over, especially in view of the present status of his ore reserves. It is my thought, however, that you and I will have talks before we even discuss anything with this gentleman. It is my own belief that we can go further and possibly profit more by operating ourselves under present conditions.

Very sincerely yours,

Sincerely yours,  


PC 0000164

**D'ARCY M CASHIN**  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Connor Hotel  
Joplin, Missouri  
June 11, 1943

Mr. George R. Brown  
Brown & Root, Inc  
Houston, Texas

Dear Mr. Brown:

Enclosed, herewith, please find tentative License and Surrender Of Mining Lease which we have prepared for Messrs Told, Jenkins and Cahill. To refresh your memory, the Independent Gravel Company executed a mining lease to these men several years ago for 160 acres on certain lands on which we now have a lease. This lease permitted Messrs Told, Jenkins and Cahill to mine and mill underground, the principle idea being they should go in for what is known as "clean up dirt". This is the mining of finely crushed ore, or sludge, that may have accumulated on floor; or about the faces of the workings due to previous operations. These men did a certain amount of mining and I understand their operations were profitable for a short period of time before they were driven out by the rising waters when Eagle Picher stopped pumping operations.

The Independent Gravel Company contends the above mentioned lease is null and void due to lack of operations in this area after the flooding. Toll, Jenkins and Cahill contend it is in full force and effect. I have gone into the matter thoroughly with our attorneys and even though the Independent Gravel Company is willing to start a suit to cancel the lease, our attorneys advised we compromise the matter if possible.

My tentative trade, subject to your approval, is that Messrs Toll, Jenkins and Cahill surrender this alleged lease they have on the property back to the Independent Gravel Company in return for which we give them a License (not a lease) to mine under 40 acres of these holdings for a period of 3 years, they to pay us an 8% overriding royalty in addition to the 5% that we would pay the Independent Gravel Company, or a total royalty of 13%.

I believe this gives you a picture and the instrument will speak for itself. You will note that we are endeavoring not only to get back the property, and obtain an overriding royalty, but also to do nothing to conflict with our agreement with the Metals Reserve Company and at the same time protect Brown and Root, Inc. and yourself.

EX-100-1111

**D'ARCY M CASHIN**  
708 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS


The sketch attached to the License is made a part of the contract and will be initialed by all parties concerned.

The Surrender Of The Mining Lease is to be signed by Messrs Toll, Jenkins and Cahill. The principle reason I have carried on these negotiations is that Jenkins and Cahill are at loggerheads with Ben Reynolds of the Independent Gravel Company and will not carry on negotiations with him whereas they will with me.

For your information, I am sending a copy of this License and Surrender Of Mining Lease to Mr. George Butler along with a copy of this letter. I would appreciate it if you gentlemen will pass on these instruments and give me your reaction as soon as possible. We have made some locations for churn drill holes on this tract and are holding up the work pending clearance of title to this particular 160 acres.

Thanking you for your attention to the above, I am,

Very sincerely yours,



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D'Arcy M. Cashin  
(Mail) P. O. Box 229, Joplin, Mo.

DMC/MRC

EV 006026126

## L I C E N S E

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 1943, by and between George H. Brown, of Houston, Texas, hereinafter called First Party, and O. H. Told, Roy Jenkins, and Leslie J. Cahill, of Jasper County, Missouri, hereinafter called Second Parties.

WHEREAS, by an indenture of lease dated the 10th day of November, 1942, and made between Independent Gravel Company and George H. Brown, First Party hereinbefore named, certain lands were leased for mining purposes to the said First Party hereinbefore named, his successors and assigns, for the term of ten (10) years, from the date thereof, at a royalty of five (5) per centum of the market value of the recoverable lead and zinc concentrates contained in the ores mined and milled and sold on the premises, or taken therefrom for milling, subject to the covenants and conditions therein contained, and which tract of land is situate in Jasper County, State of Missouri, and particularly described as follows, to-wit:

All of the Northeast Quarter (NE $\frac{1}{4}$ ) and all of the Southeast Quarter (SE $\frac{1}{4}$ ) and all of the East Half of the Northwest Quarter (E $\frac{1}{2}$  of NW $\frac{1}{4}$ ), and the East Half of the Southwest Quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ), of Section Seven (7), and all of the West Half of the Northwest Quarter (W $\frac{1}{2}$  of NW $\frac{1}{4}$ ) and the West Half of the Southwest Quarter (W $\frac{1}{2}$  of SW $\frac{1}{4}$ ), of Section Eight (8), all in Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri; and

WHEREAS, said First Party has agreed with said Second Parties to grant them a license to enter on a portion of the above-described premises and prospect for and take therefrom lead and zinc ores and other valuable minerals and metals under the terms, conditions, restrictions, and limitations hereinafter expressed;

NOW, THIS INDENTURE WITNESSETH:

That in pursuance of the said agreement and in consideration of the sum of One Dollar (\$1.00) paid by said Second Parties, the receipt whereof is hereby acknowledged, he, the said First Party, doth hereby license Second Parties, for the full term of three years from the date hereof, to enter on to that portion of the above-de-

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scribed premises described as follows, to-wit:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Seven (7), Township Twenty-eight North (28-N), Range Thirty-two West (32-W), Jasper County, Missouri,

and:

(1) To take from said premises, prepare for market thereon, remove therefrom, and sell, what is commonly known as clean-up, that is, such ore bearing rock, sludge, and sand as has already been shot or caved down,

(2) To mine, prepare for market, remove and sell, lead and zinc ores, and all other valuable minerals and metals except coal, oil, and gas, from the floor of existing drifts underlying said premises which stand at approximately 745 feet above sea level, but said operations shall not extend, in depth, at any one point, in excess of three feet below the present plane of said floor and said operations shall in no event extend into the Reed's Spring formation nor shall said operations extend to the face of the workings nor to any other operation except as hereinabove specified,

(3) To mine, prepare for market thereon, remove and sell lead and zinc ores, and all other valuable minerals and metals except coal, oil, and gas, from a rib now existing in the North two-thirds of said premises, at approximately the 745 foot level in existing drifts, but said operations shall not extend, in depth, at any one point, in excess of three feet below the present plane of the existing floor of said drifts, and said operations shall in no event extend into the Reed's Spring formation, nor

shall said mining operations extend to the face of the workings, except as herein specified, nor to any other operation except as herein provided for.

(A map is hereto attached, and by reference made a part hereof, for the purpose of showing existing tunnels, floor levels, pillars, ribs, and present conditions of workings. The said premises covered by this license are outlined in red. The unshaded area is the floor referred to at Paragraph No. 2. That part shaded in blue is the rib referred to at Paragraph No. 3. That part shaded in brown represents pillars now in existence.)

IN CONSIDERATION WHEREOF, Second Parties agree to pay unto First Party a royalty of thirteen (13) per centum of all the monies received for lead, zinc, and other valuable mineral substances, mined and sold from the said premises; and all ores shall be sold in the name of First Party, and a check made to the said First Party therefor, who shall, after deducting the royalty above set out, pay the balance to Second Parties.

It is understood by and between the parties hereto that it is the objective and intention of the First Party to consolidate, by obtaining leases thereon, a general mining area comprising Section No. 36, Township 29 North, Range 33 West; Sections Nos. 1 and 10, Township 28 North, Range 33 West; Section No. 31, Township 29 North, Range 32 West, Sections Nos. 6, 7, 8, 16, 17, 18, 19, 20, 21, 28, 29, 30, 33, and 34, Township 28 North, Range 32 West, and Sections Nos. 3 and 4, Township 27 North, Range 32 West, all in Jasper County, Missouri, (and possibly others in the same vicinity); in order that a general drainage system for the entire area, or such portion thereof as First Party may find suitable and adaptable, and a central concentrating mill to serve said area, may be constructed

and maintained; that First Party necessarily must make large expenditures of money for the construction of such general drainage system and a central concentrating mill or mills and for the extensive dewatering operations in said mining area; that it is the further objective and intention of the First Party to submit the aforesaid mining project to a subsidiary company or to subsidiary companies of the Reconstruction Finance Corporation in an effort to obtain the advancement of funds to carry on the said mining project, and that the said mining project has now reached the stage of development where it is before the Metals Reserve Company for their approval; and that in order to secure the Metals Reserve Company for its advancement of funds for drilling operations on the property described as being within the said mining area, all of the leases, including the lease from the said Independent Gravel Company to the said George F. Brown, herein referred to, which First Party has obtained in said mining area, have been assigned to the Metals Reserve Company; and that, the rights of Second Parties under this license are subject to and subordinate to the rights and approval of the Metals Reserve Company.

It is understood by and between the parties hereto that the license hereby given shall include the right to mill the ore thus obtained in the milling facilities owned by Second Parties now existing on said premises, including the right to make such stock piles, dumps, ditches, drains, roads, and other improvements upon the said premises, and including the use of water in said operations and the right to place such machinery thereon, as may be necessary for efficiently carrying on said operations hereinabove described, and preparing for market and disposing of lead, zinc, and other valuable mineral substances mined on the said premises; provided, however, that none of the operations of Second Parties under the

EX-100-1110

license hereby given shall in any way whatsoever conflict with any mining or milling operations which the First Party may elect to carry on under leases now held or in the future acquired by him in the general mining area above described.

Second Parties may, if they so desire, remove the ore mined under the license hereby given from the premises for milling purposes, but in that event Second Parties agree that said ore will be hoisted from the shaft designated by First Party. Second Parties further agree to report the place where said ore will be milled and prepared for market, and provide First Party with copies of weight statements thereon.

All mining operations shall be carried on in a minerlike and workmanlike manner as the same are usually conducted in the locality of the above-described land, which operations shall be subject at all times to the approval of the First Party's mining superintendent and the State Inspector of Mines, and in no event shall the Second Parties be permitted to trim the existing roof or any existing pillars in the mining operations to be carried on hereunder.

Second parties further agree to protect, indemnify and save First Party harmless from and against all claims, demands and causes of action of every kind and character, including the cost of investigation and defense thereof, arising in favor of Second Parties' employees or third parties on account of personal injury or damage to property occurring in anywise incident to or in connection with, or arising out of the mining or milling operations carried on by Second Parties hereunder, or in any way resulting from the willful or negligent acts or omissions of Second Parties, their agents, employees, or representatives. In this connection, Second Parties agree to protect their employees by carrying Workmen's Compensation Insurance, in compliance with the "Workmen's Compensation Insurance



Law of the State of Missouri" and all amendments thereto, and to carry public liability insurance in amounts to be approved by First Party. Second Parties agree to furnish first party, upon request, from time to time, satisfactory evidence that such insurance is being properly carried.

If the ore is milled and prepared for market on the premises, Second Parties agree to deposit tailings on the surface or underground, only, in such place and manner as, in the opinion of First Party's Mining Superintendent, will not conflict with the present or future operations of First Party under leases now held or in the future acquired by him in the general mining area hereinabove described.

Second Parties agree to begin operations under this license within ninety (90) days after written notice by First Party that the premises herein described have been dewatered to the depth required for Second Parties' operations hereunder. Thereafter, Second Parties agree that so long as said premises remain in a dewatered condition sufficient to permit operations hereunder, they will not suspend operations for a period in excess of thirty (30) days. It is understood and agreed, however, that first party does not hereby agree, nor is first party hereby obligated, to dewater nor to maintain in a dewatered condition, the said premises hereinabove described.

It is further understood by and between the parties hereto that First Party does not warrant title to the land herein described or any interest therein passing by this instrument.

First Party shall have at all times the right to enter all shafts, tunnels, and drifts to see that the requirements of this license are complied with, and upon failure to comply with or perform the requirements and conditions of this license in good faith, First Party may give thirty (30) days' written notice of violation or default complained of, and if such violation or default is not removed within said period, this license shall thereupon end and be determined at the option of the First Party, which remedy shall be exclusive.

Second Parties may at any time, if they desire to do so, pay the sum of One Dollar (\$1.00), together with all rentals or royalties then due, and surrender and terminate this license by giving thirty (30) days' written notice thereof to the First Party; and executing and tendering to First Party a written release hereof; and shall thereupon be relieved from all obligations hereunder.

This license is not assignable by Second Parties except with the written consent of First Party.

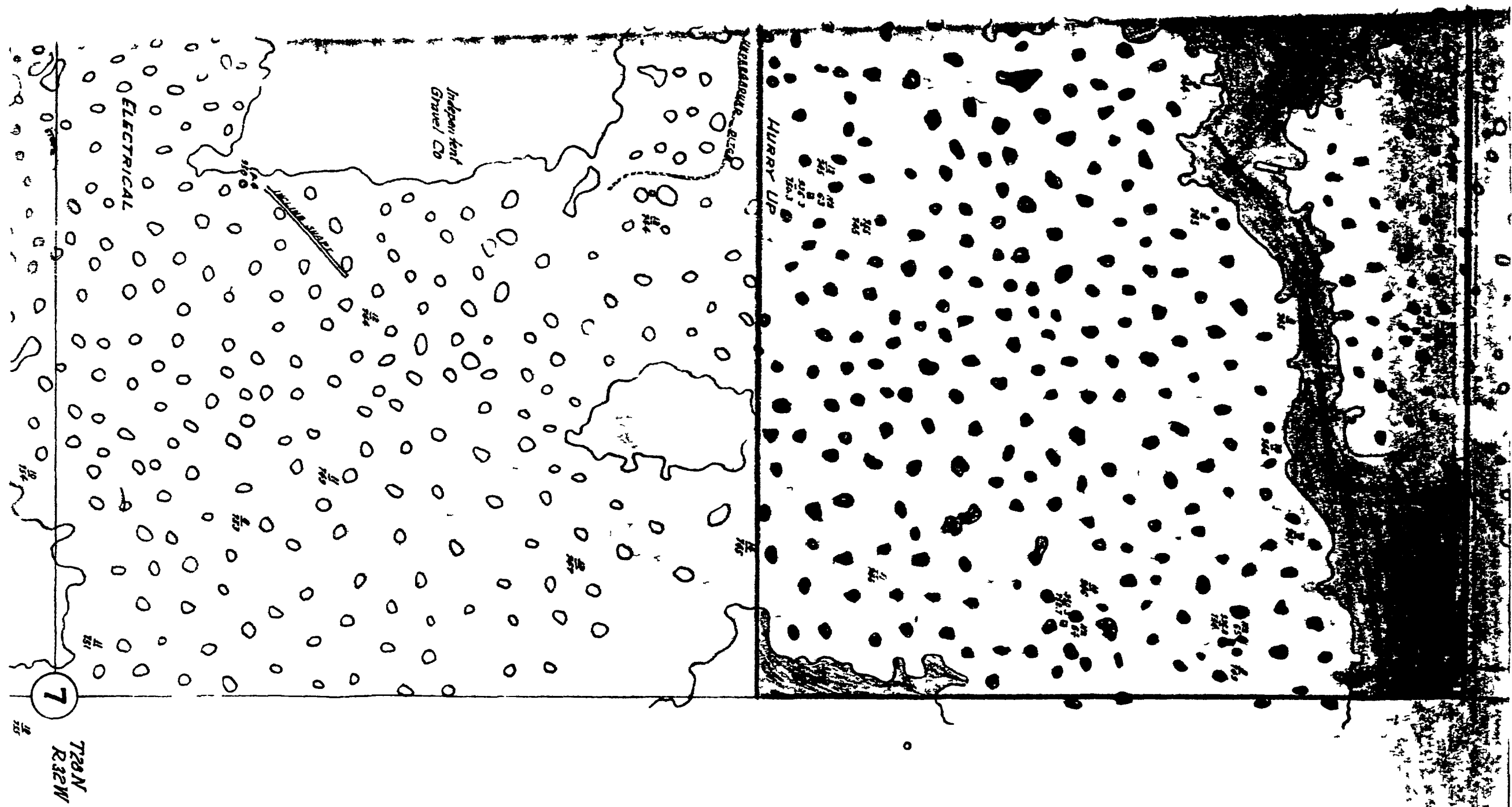
This license shall run to and be binding upon the parties hereto, their heirs, legal representatives, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in quadruplicate this, the \_\_\_\_\_ day of \_\_\_\_\_, 1943.

\_\_\_\_\_  
First Party

\_\_\_\_\_  
Second Parties

L' C66013173



BF C0G010174

**SURRENDER OF MINING LEASE**

THIS DEED, Made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 1943, by and between  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
of the City of \_\_\_\_\_, State of \_\_\_\_\_,  
Part \_\_\_\_\_ of the First Part, and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, of the City of \_\_\_\_\_,  
State of \_\_\_\_\_, Part \_\_\_\_\_ of the Second Part;

**WITNESSETH:**

That the said Part \_\_\_\_\_ of the First Part, having  
failed to comply with the terms and conditions of a certain  
mining lease hereinafter mentioned and, therefore, having  
forfeited the same, for and in consideration of \_\_\_\_\_  
\_\_\_\_\_, Dollars,  
to \_\_\_\_\_ paid by the said Part \_\_\_\_\_ of the Second Part,  
the receipt of which is hereby acknowledged, do \_\_\_\_\_, by  
these presents, REVERSE, RELEASE, AND SURRENDER unto the  
said Part \_\_\_\_\_ of the Second Part, the leasehold estate  
created by a mining lease from \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_  
\_\_\_\_\_, recorded in Book \_\_\_\_\_, page  
\_\_\_\_\_, of the records of Jasper County, Missouri, on

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_. } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1943,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did  
say that he is the President of \_\_\_\_\_  
\_\_\_\_\_  
a corporation of the State of \_\_\_\_\_ and that the  
seal affixed to the foregoing instrument is the corporate  
seal of said corporation, and that said instrument was  
signed and sealed in behalf of said corporation, by author-  
ity of its Board of Directors, and said \_\_\_\_\_  
\_\_\_\_\_ acknowledged said in-  
strument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my Notarial seal at my office in \_\_\_\_\_  
\_\_\_\_\_, the day and year last above written.

My term expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

the following property in the County of Jasper and State of Missouri, to-wit:

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Part\_\_\_\_\_ of the Second Part, and to \_\_\_\_\_ heirs and assigns FOREVER; free and clear of said mining lease. The said Part\_\_\_\_\_ of the Second Part hereby accepts this surrender, and releases the said Part\_\_\_\_\_ of the First Part from all the obligations of said mining lease.

IN WITNESS WHEREOF, the Part\_\_\_\_\_ of the First Part ha\_\_\_\_\_ hereunto set \_\_\_\_\_ hand.

Accepted:

\_\_\_\_\_  
\_\_\_\_\_

Part\_\_\_\_\_ of Second Part      Part\_\_\_\_\_ of the First Part

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1943,  
before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known to be the  
person described in and who executed the foregoing instrument  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act  
and deed. And the said \_\_\_\_\_  
\_\_\_\_\_ further declared \_\_\_\_\_ to  
be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in \_\_\_\_\_  
\_\_\_\_\_, the day and year first above written.

My term expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1943,  
before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_, to me known to be the per-  
sons described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free  
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in \_\_\_\_\_  
\_\_\_\_\_, the day and year first above written.

My term expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DI C0601018

Second Parties may at any time, if they desire to do so, pay the sum of One Dollar (\$1.00), together with all rentals or royalties then due, and surrender and terminate this license by giving thirty (30) days' written notice thereof to the First Party; and executing and tendering to First Party a written release hereof; and shall thereupon be relieved from all obligations hereunder.

This license is not assignable by Second Parties except with the written consent of First Party.

This license shall run to and be binding upon the parties hereto, their heirs, legal representatives, administrators, executors, successors and assigns.

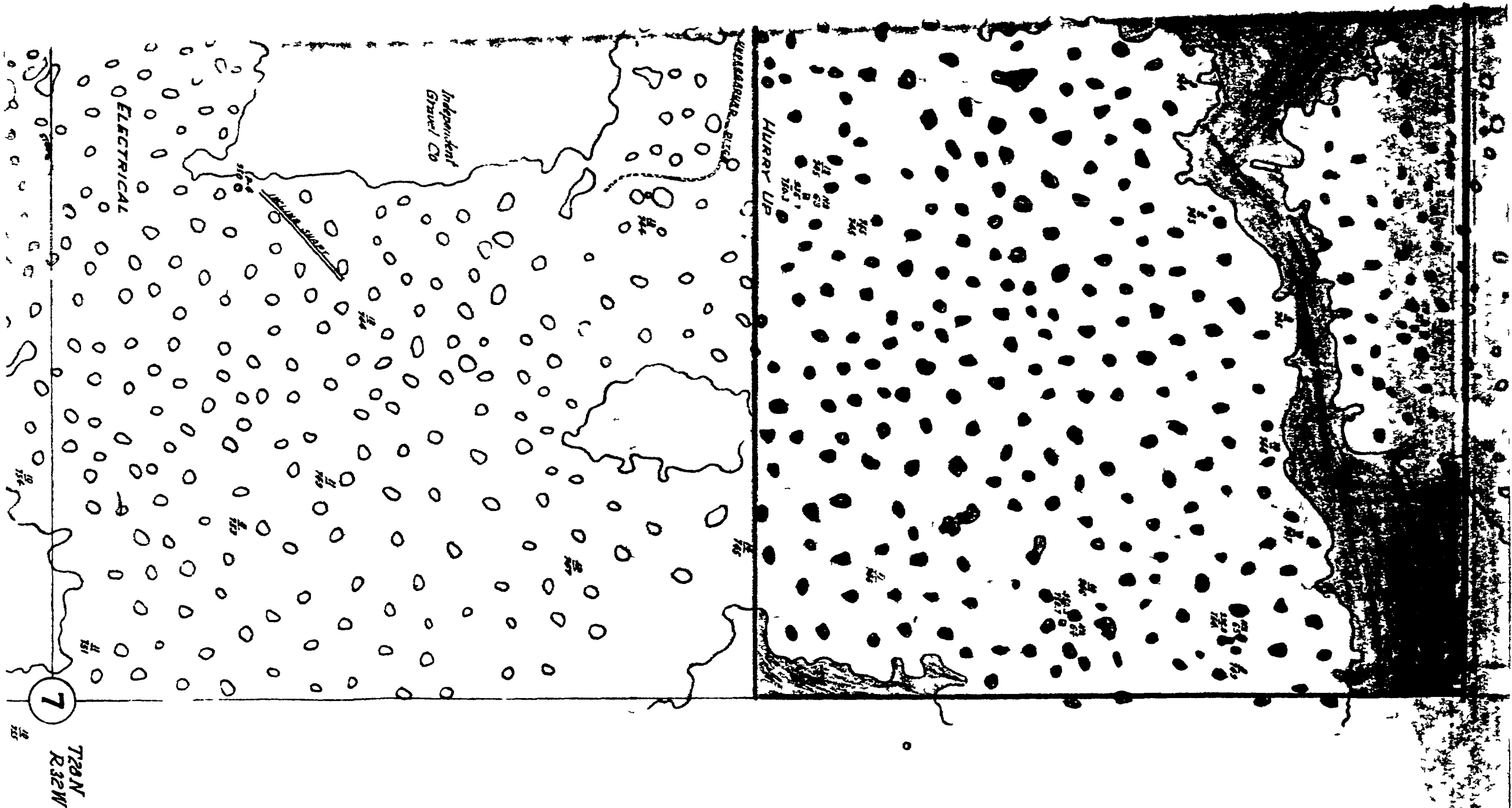
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in quadruplicate this, the \_\_\_\_\_ day of \_\_\_\_\_, 1943.

\_\_\_\_\_  
First Party

\_\_\_\_\_  
Second Parties

W 666010173





CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT
NIGHT LETTER	NIGHT
TELEPHONE	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
DAY MESSAGE	DAY MESSAGE

Please check class of service desired; otherwise the message will be transmitted as telegram or ordinary cablegram.

# COPY OF WESTERN UNION TELEGRAM

June 7, 1945

Mr. George R. Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Drill Hole No. 1 spudded in at 1:25 this afternoon on Lease No. 3, Home Land and Loan Company Fee, being the SW 1/4 of the SW 1/4 Section 7, Township 28 North, Range 52 West. Twenty-five feet deep at four o'clock. Three more rigging up and eight rigs moving in. Regards.

D. M. Gashin

BR000010184

BY DIRECT WIRE FROM

# WESTERN UNION

For full list of  
cities and Cable  
addresses, see the  
Cable Directory is in-  
cluded by a suitable  
symbol above or pre-  
ceding the address.

The time shown in the date line on telegrams and day letters is STANDARD TIME of point of origin.

WUD3 59 DL=WEBBCITY MO JUN 7 '45 6P GEO R BROWN

CARE BROWN AND ROOT INC

CHURN DRILL HOLE IN NUMBER ONE SPUDED IN AT ONE  
AFTERNOON ON LEASE NUMBER THREE. HOME LAND AND  
BEING THE SOUTH WEST QUARTER OF SOUTH WEST QUARTER  
TOWNSHIP TWENTY EIGHT NORTH RANGE THIRTY TWO WEST  
FEET DEEP AT FOUR OCLOCK THREE MORE RIGGING  
MOVING IN REGARDS=

0000010185

D. J. S. 101

ORIGINAL N<sup>o</sup> 283626

BINDER  
MARYLAND CASUALTY COMPANY  
BALTIMORE

Date June 7th 1943

The Maryland Casualty Company,

**Hereby Binds** insurance for ~~ten~~ <sup>Twenty (20)</sup> days from ~~the~~ <sup>12.01</sup> of above date in favor of **Brown & Root, Inc.**

Name

Location **P. O. Box 3, Houston, 1, Texas**

at the rate and subject to the limits of liability named below and subject also to the agreements and conditions of its usual form for

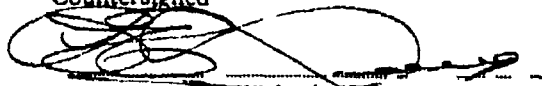
**Workmen's Compensation and Employer's Liability, covering their operations near Webb City, Jasper County, Missouri**

**Statutory Limits**

This binder is valid only when countersigned by a duly authorized representative of the Company

  
President

Countersigned

  
~~Authorized Representative~~  
Assistant Underwriter

S & S 42044.

LI 00001106

ORIGINAL N<sup>o</sup> 283625

BINDER  
MARYLAND CASUALTY COMPANY  
BALTIMORE

Date June 7th, 19 43

The Maryland Casualty Company,

Hereby Binds insurance for ~~Twenty~~ (20) 12.01 days from ~~sum~~ of above date in favor of

Name Brown & Root, Inc.,

Location P. O. Box 3, Houston, 1, Texas

at the rate and subject to the limits of liability named below and subject also to the agreements and conditions of its usual form for

Contractors' Public Liability \$40/100,000.  
Limits, Bodily Injury

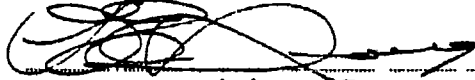
Contractors' Protective Liability \$50/100,000.  
Limits, Bodily Injury

Covering their operations near Webb City,  
Jasper County, Missouri

This binder is valid only when countersigned by a duly authorized representative of the Company

  
President

Countersigned



Authorized Representative  
Assistant Underwriter

S & S 42064.



EL 000010107

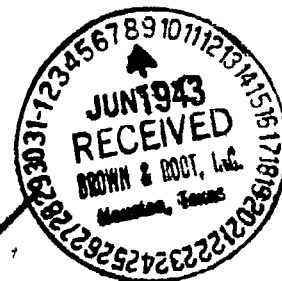
J W LINK JR  
CARLE ADERMAN  
LEON S GREGG

GUS S WORTHAM

T G BARROW  
E R BARROW  
T F SMITH

**JOHN L. WORTHAM & SON**  
**INSURANCE**  
HOUSTON, TEXAS

June 7, 1943



Brown & Root, Inc.  
P. O. Box 3  
Houston, 1 Texas

Attention: Mr. Carl Burkhardt, Jr.

Gentlemen:

Re: Missouri Operations

Supplementing our letter of May 28, we now enclose renewal Binders No. 283626 and No. 283625, continuing coverage for workmen's compensation and public liability insurance on your operations in the State of Missouri. Just as soon as the formal policies are received, we shall forward them to you.

Yours very truly,

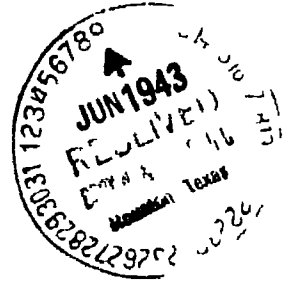
JOHN L. WORTHAM & SON, AGENTS

By

Rem  
Encls.

BF 000010188

JUNE 5, 1943



MR. D. M. GASHIN  
CONNOR HOTEL  
JOPLIN, MISSOURI

RELET JUNE 2. BROWN AND ROOT ARE INDEPENDENT CONTRACTORS ON  
DRILLING PROGRAM THEREFORE METALS RESERVE NOT REQUIRED TO  
PASS ON SUFFICIENCY OF FORMS AND CONTRACTS INCLUDED YOUR  
LETTER. UNABLE TO FIND POWER OF ATTORNEY REFERRED TO YOUR  
LETTER. ACCORDINGLY TO CARRY OUT SUGGESTIONS MADE BY YOU BROWN  
AND ROOT SHOULD ISSUE SUCH POWER AS THEY DEEM NECESSARY TO  
FUNCTION PROGRAM INCLUDING CORPORATE RESOLUTION UNDER WHICH  
SUCH AUTHORITY IS TO BE DELEGATED SENDING REQUYED COPY OF  
EACH TO US.

S. H. PETERSON  
METALS RESERVE COMPANY

Confirmation Copy to: Brown & Root, Inc.  
P O. Box #3  
Houston, Texas

BI C00010189

**Brown & Root, Inc. and George  
R. Brown, Acting for and on  
behalf of Metals Reserve Co.**

June 3, 1942

[illegible]

**PLEASE LIST EACH CHECK SEPARATELY**

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*Silver*

**CHECKS AS FOLLOWS**

~~32,000 00~~

19

Total \$ 32,000 00

**DUPLICATE DEPOSIT TICKET**

NOT NEGOTIABLE—RETURN WITH BOOK FOR ENTRY

**WEBB CITY BANK**

BI 000010192

By

Checks and drafts (except on us) credited subject to final payment

E P G



732



WEBB CITY, MO.

June 3, 1943

Brown & Root, Inc and George R Brown  
P O Box No 3  
Houston, Texas

Gentlemen

We are attaching hereto copy of a communication forwarded  
to Metals Reserve Company, contents of which are self-explanatory  
and for your information

Very truly yours,

A handwritten signature in cursive script, appearing to read "Harry Easley", is written over the typed name and title.

HARRY EASLEY  
Vice President

HE 1c  
Encl

E 000000193

June 3, 1943

Metals Reserve Company  
Lafayette Building  
511 Vermont Avenue  
Washington, D. C.

Attention: Mr. W. G. Beck, Jr.  
Assistant Treasurer

Gentlemen:

This is to advise you that we received this morning, from the Federal Reserve Bank, a check in the amount of \$32,000.00 made payable to the Webb City Bank, which, in accordance with your instructions, has been properly credited to the following designated account "Brown & Root, Inc. and George R. Brown, Acting for and on behalf of Metals Reserve Company".

Further complying with your instructions, we are forwarding this advice to Brown and Root, Inc. and Mr. George R. Brown, Houston, Texas. We are also advising Mr. D. M. Cashin, local agent for Brown and Root, Inc.

Very truly yours,

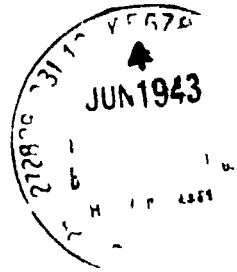


HARRY EASLEY  
Vice President

HE 10

BI COC010194

Conner Hotel  
June 3, 1943



Mr. George R. Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Dear Mr. Brown:

Enclosed, herewith, please find copy of a letter sent to Mr. S. H. Petterson of the Metals Reserve Company which is self-explanatory. I had a telephone conversation with Mr. Petterson yesterday morning at which time I told him of the data we were forwarding to him and asked him to advise me of any further steps it will be necessary for us to take before we can start operations here. You will note that I am suggesting that the present Powers of Attorney from you individually and from Brown and Root should suffice to give me authority to draw checks on this joint account thus avoiding your having to prepare another one unless it is necessary.

I have sent Mr. Petterson, as you will note, all the forms that Mr. Duke forwarded to me. In addition I have given him a copy of the Drill Record we are having printed here, a copy of a tentative Drilling Contract between Brown and Root and various drilling contractors and a Plan and Specifications form. The Drilling Contract and Plan and Specifications I am using in lieu of your Purchase Order as I find that I cannot get on your form, the various requirements and stipulations we must have. I am getting around it this way.

It is my present intention to have each of the contractors sign the Drilling Contract but you will note this contract does not guarantee any particular amount of work. It was intended to cover the work as a whole and you will note I have endeavored to protect both Brown and Root and the Metals Reserve Company.

In addition to signing the Drilling Contract, each drilling contractor will sign the Plan and Specifications for each individual hole as it is assigned him, that is to say, we will not assign to one drilling rig more than one hole at a time. This will govern at least for the present until we can size up the various drillers as to reliability and responsibility. The drillers and myself will each sign three copies of these instruments, one copy to go to the driller, one for Brown and Root which I will keep in my files and one copy for the Metals Reserve Company which I will hold pending instructions.

I would like to have your reaction to the above mentioned instruments. You will note that I have asked Mr. Petterson to telephone or telegraph me after he has checked over these forms. Upon his approval of them, I will start having these instruments mimeographed, sign up the contractors and start the churn drilling. This is all we are waiting on. These instruments were drawn by Spencer and McPherson after I had the advice of the Bureau of Mines engineers and other engineers here.

LI 6600-105

This morning Harry Easley telephoned me from Webb City that the money covering our first budget, slightly in excess of \$32,000.00 had been received by him from the Federal Reserve Bank. You can see, therefore, we are all ready to go when the Metals Reserve Company gives us the go ahead signal.

I have been reliably informed that the Eagle Picher intends to start their dewatering work in the north part of our drainage area within the next few weeks. Bill Stewart and his men are carrying on the field work necessary to prepare our estimate for the cost and extent of the surface protection work as outlined by Mr. Ross White. I will let you know when it is finished.

For your information, I have taken a Post Office box, No. 229, in the name of Brown and Root, Inc. for a Joplin address. Telephone calls and telegrams may be sent to the Connor Hotel, Room 610.

With kindest personal regards from Mrs. Cashin and myself,  
I am,

Very sincerely yours,



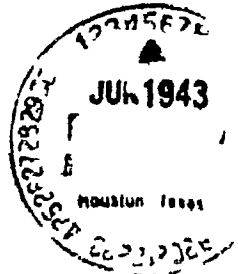
---

D'Arcy M. Cashin

DMC/MRC

E' C000000196

Canmor Hotel  
Joplin, Missouri  
June 2, 1943



Mr. S. H. Patterson  
Metals Reserve Company  
811 Vermont Avenue  
Washington, D. C.

Dear Mr. Patterson:

This will acknowledge receipt of your letter of May 29th in which you state that you have asked the Treasurer to set up a revolving fund for the operations in the Webb City Area. I wish to thank you for advising me of this action so promptly.

Enclosed, herewith, please find specimen forms which are used by Brown & Root, Inc. in connection with their work. We thought some of these might be adequate to cover the initial requirements. If not, we shall be glad to furnish additional forms. We are submitting copies of forms as follows:

- Drill Record
- Daily Labor Report.
- Daily Bank Report, in duplicate.
- Statement of Employees Victory Tax.
- Weekly Payroll form.
- Requisition form in quadruplicate.
- Purchase Order, in quadruplicate.
- Change Order, in quadruplicate.
- Specimen Ledger Sheets and
- Columnar Sheets, to be used for recording checks, vouchers, and cash receipts.

I am, also, submitting herewith a copy of a tentative drilling contract between Brown & Root, Inc. and the various drilling contractors that we contemplate using on this job. You have already in your files photo-static copies of bids from these various contractors. You will also find submitted herewith a Plan Of Specifications to be signed by the various contractors. These are tentative of course, subject to your approval.

It is our present thought that the drilling contractors shall each sign the drilling contract. Then, if, and when they are assigned holes to drill, they will sign the Plan of Specifications form which has a description and location of the particular drill hole assigned them. This will mean a separate signed Plan of Specifications for each hole drilled. It is our present intention to have the contracts and specifications signed in triplicate, one copy to go to the sub-contractor, one copy to go to the Metals Reserve Company, or kept in our file pending your instructions, and one copy for the files of Brown & Root, Inc.

LI 6660-137

If the drilling contract and Plan of Specifications meet with your approval, I will appreciate it very much if you will advise me at the Connor Hotel, Room 610, Joplin, Missouri either by telephone or telegraph so that I may sign up the various sub-drilling contractors, assign holes to them and start them to work. My mail address here in the future will be P. O. Box 228, Joplin, Missouri.

I have not heard from you as yet with reference to the sufficiency of my Power of Attorney to act for Brown & Root, Inc. which has been on file with the Webb City Bank for the past several months nor as to the sufficiency of the other Power of Attorney which I showed to Mr. Wolfe of your com any while in Washington some time ago. If neither of these Powers of Attorney carry sufficient authority to authorize me to draw checks on the joint fund of the Metals Reserve Company and Brown and Root, Inc. on the Webb City Bank, I will appreciate it if you will advise me so that I may ask my com,any to prepare such documents as you deem necessary.

Thanking you for your attention to the above at your convenience,  
I am,

Very sincerely yours,

BROWN & ROOT, INC.

By

DMC/MRG

---

D. M. Cashin, Agent

Copy to  
Geo. R. Brown

EX 000010188

## DRILLING CONTRACT

THIS MEMORANDUM OF AGREEMENT, this day made and entered into by and between BROWN & ROOT, INC., a Texas corporation with its principal place of business in Austin, Travis County, Texas, and with permit to do business in the State of Missouri, hereinafter referred to as CONTRACTOR, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as SUBCONTRACTOR, (in neuter gender)

### W I T N E S S E T H:

That in consideration of the sum of One Dollar to the SUBCONTRACTOR in hand paid by CONTRACTOR, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained and of the payments hereinafter provided to be made by CONTRACTOR to SUBCONTRACTOR, the parties hereto agree as follows:

1. Subcontractor agrees to begin immediately upon request by the CONTRACTOR and press with due diligence until completion, in accordance with such plans, specifications and instructions to be issued by the CONTRACTOR, the churn drilling of test holes in the vicinity of Webb City, Missouri, in accordance with letter issued to CONTRACTOR by Metals Reserve Company under date of April 4, 1943, and as later amended by letter from Metals Reserve Company to CONTRACTOR dated April 20, 1943, and any subsequent amendments thereto, all of which are made a part hereof, and to prosecute the work in a careful and workmanlike manner, with the necessary crews, tools, machinery and equipment furnished and maintained by SUBCONTRACTOR at its own cost and expense.

IT IS FURTHER AGREED AND UNDERSTOOD that SUBCONTRACTOR shall be subject in all respects to the provisions of the letter of agreement and/or such contract as may be entered into between the CONTRACTOR and the Metals Reserve Company for the prosecution of the work herein described and contemplated to be performed under this subcontract, and shall abide by all instructions, rules, and regulations as may be required.

BI C6601129

The work to be performed under this contract shall consist, only, of the drilling of such exploratory holes as may from time to time be authorized by the CONTRACTOR, and said exploratory holes shall be drilled at such points as may be designated, and in accordance with such plans and specifications as may from time to time be issued, by the CONTRACTOR.

It is understood and agreed that the drilling which may be requested by the CONTRACTOR to be done by the SUBCONTRACTOR under this contract is to explore the formations penetrated for the purpose of locating lead and zinc ore deposits and to obtain true samples or cuttings from said formations, and the SUBCONTRACTOR shall exercise every possible precaution toward that end.

2. As a consideration for the work that may be performed under this contract by the SUBCONTRACTOR, the CONTRACTOR agrees to pay to the SUBCONTRACTOR for the drilling of said exploratory holes, completed in accordance with such plans, specifications and instructions as may be issued by the CONTRACTOR, at the rate of One and 25/100 (\$1.25) Dollars per lineal foot.

The intention of the CONTRACTOR is to explore any ore horizon above the Sheet ground and the Sheet ground ore horizon, but it is understood and agreed that the CONTRACTOR may require the SUBCONTRACTOR to extend the drilling operations into and through the Reed's Spring ore horizon, but, in any event, the SUBCONTRACTOR shall not be required to drill the hole to a depth exceeding three hundred (300) feet without the assent of the SUBCONTRACTOR. In the event that the SUBCONTRACTOR is requested by the CONTRACTOR to extend the drilling operations into the Reed's Spring ore horizon, and in so doing should encounter ore, then in that event, in addition to the payment of One and 25/100 (\$1.25) Dollars per lineal foot of depth drilled as aforesaid, the CONTRACTOR shall pay to

LI 000010200



the SUBCONTRACTOR a payment of Thirty (\$30.00) Dollars for the pulling of the casing, reaming, and resetting the casing on top of the Reed's Spring ore horizon, but the CONTRACTOR shall not be required to pay for the pulling of the casing upon the completion of any drill hole completed in accordance with the terms of this contract. The casing shall be left in the drill hole if so directed by the CONTRACTOR, and in that event, it shall be paid for by the CONTRACTOR at the prevailing market price of the same.

The consideration hereinbefore mentioned is the sole consideration to be paid by the CONTRACTOR under the terms of this contract, and it is further understood and agreed that the CONTRACTOR agrees to pay the SUBCONTRACTOR at the rate hereinbefore mentioned, only, for a completed hole through the Sheet ground ore horizon, or through the Reed's Spring ore horizon, as the case may be.

IT IS UNDERSTOOD AND AGREED that all work so done by SUBCONTRACTOR shall meet with the approval of the CONTRACTOR and representatives of Metals Reserve Company but that the detailed manner and method of doing same shall be under the control of SUBCONTRACTOR, CONTRACTOR being interested only in the results obtained, and that SUBCONTRACTOR is an independent contractor as to all work performed hereunder. In this connection, SUBCONTRACTOR agrees to protect its employees by carrying Workmen's Compensation Insurance, in compliance with the "Workmen's Compensation Law in the State of Missouri" and all amendments thereto, and to carry Public Liability Insurance in amounts to be approved by CONTRACTOR. SUBCONTRACTOR agrees to furnish CONTRACTOR, upon request, from time to time, satisfactory evidence that such insurance is being properly carried. SUBCONTRACTOR further agrees to protect, indemnify and save CONTRACTOR harmless from or against all claims, demands and costs of accident of every kind and character arising in favor of SUBCONTRACTOR'S employees or third parties on account of personal injury or damage to property occurring in anywise incident to or in connection with, or arising

out of the work performed for CONTRACTOR under the terms hereof, or in any way resulting from the willful or negligent acts or omissions of SUBCONTRACTOR'S agent, employees or representatives.

3. SUBCONTRACTOR agrees to pay off and satisfy all claims for labor and material employed or used in anywise by it in connection with the work performed hereunder for CONTRACTOR as herein contemplated, to permit no liens of any kind to be fixed upon or against the property, or bond, of CONTRACTOR by its laborers, mechanics or materialmen, and agrees to indemnify, protect and save CONTRACTOR harmless from and against all such claims and liens.

4. SUBCONTRACTOR agrees to pay all applicable local, State and Federal taxes that are now in effect or which may hereafter be imposed in connection with the performance of this subcontract, and for the purpose of determining the applicability of such taxes SUBCONTRACTOR shall be considered an independent contractor.

5. SUBCONTRACTOR agrees that, upon completion of the work herein contracted for, it will furnish CONTRACTOR with proof satisfactory to the latter that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or property, and thereupon the amount due as herein provided shall be paid by CONTRACTOR to SUBCONTRACTOR.

6. This contract shall be and remain binding upon the parties hereto for the full term of one hundred twenty (120) days from the date of the execution hereof.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto in duplicate, this the \_\_\_\_\_ day of \_\_\_\_\_, 1943.

BROWN & ROOT, INC.

By \_\_\_\_\_  
Contractor

\_\_\_\_\_  
By \_\_\_\_\_  
Subcontractor

Dr 606010202

## PLANS AND SPECIFICATIONS

BROWN & ROOT, INC., a Texas corporation, with its principal place of business in Austin, Travis County, Texas, and with a permit to do business in the State of Missouri, hereinafter referred to as the CONTRACTOR, hereby authorizes and requests \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as SUBCONTRACTOR, (in neuter gender) to drill an exploratory hole under the terms and conditions of a certain contract between the parties hereinbefore mentioned, and dated the \_\_\_\_\_ day of \_\_\_\_\_, 1943, the said exploratory hole to be located as follows:

Said exploratory hole is to be drilled in accordance with the following plans and specifications:

1. The said exploratory hole shall be drilled to the depth required by the CONTRACTOR'S Project Engineer, but the SUBCONTRACTOR shall not be required to drill to a depth exceeding three hundred (300) feet without the SUBCONTRACTOR'S assent thereto.
2. A hole at least eight (8) inches in diameter shall be started, and at least an eight (8) inch surface pipe set on top of

L1 C00010203

the first solid rock encountered. From the last point named, a hole no less than six and one-fourth ( $6\frac{1}{4}$ ) inches in diameter shall be drilled, which hole shall extend to the top of the Sheet ground ore horizon, and at least a four and seven-eighth ( $4\frac{7}{8}$ ) inch casing shall be set on top of said Sheet ground ore horizon. A hole no less than four and seven-eighth ( $4\frac{7}{8}$ ) inches in diameter shall be drilled through the sheet ground and no cuttings shall be removed except in the presence of the CONTRACTOR'S Project Engineer or authorized sampler and in the manner directed by them. If the SUBCONTRACTOR is directed by the CONTRACTOR to complete the exploratory hole through the Reed's Spring ore horizon, the four and seven-eighth ( $4\frac{7}{8}$ ) inch casing shall be pulled and the hole reamed to the size of six and one-fourth ( $6\frac{1}{4}$ ) inches in diameter, which hole shall extend to the top of the Reed's Spring ore horizon, and a four and seven-eighth ( $4\frac{7}{8}$ ) inch casing shall be set on top of the Reed's Spring ore horizon, and drilling continued through said Reed's Spring ore horizon with four and seven-eighth ( $4\frac{7}{8}$ ) inch tools. The CONTRACTOR'S Project Engineer may direct the point at which the hole is to be cased, but its failure to do so shall cast no liability upon it in the event that the hole is lost by the SUBCONTRACTOR.

3. All exploratory holes shall be measured with a steel tape by the CONTRACTOR'S Project Engineer or sampler from the top of the ground to the top of the Sheet ground ore horizon, from the top of the Sheet ground ore horizon to the bottom thereof, and to the bottom of the hole; and if the SUBCONTRACTOR is requested by the CONTRACTOR to drill through the Reed's Spring ore horizon, then and in that event, the CONTRACTOR'S Project Engineer shall, in addition, measure from the top of the Reed's Spring ore horizon to the bottom thereof and from that point to the bottom of the hole.

4. All equipment, material, power, repairs, casing, supplies, and everything, including labor, required in the drilling

operations to be performed hereunder shall be furnished by the SUB-  
CONTRACTOR.

5. Records shall be made by the SUBCONTRACTOR upon forms  
to be furnished by the CONTRACTOR, and payment for the completed  
exploratory hole shall be made upon delivery of the said records  
to the CONTRACTOR, which fact shall be certified to by the CONTRAC-  
TOR'S Project Engineer.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 1943.

BROWN & ROOT, INC.

BY \_\_\_\_\_  
Contractor

Accepted and receipt of a copy of the  
above plans and specifications is hereby  
acknowledged.

\_\_\_\_\_  
Subcontractor

Date: \_\_\_\_\_

EU C00010205



May 10, 1943

Mr. George A. Butler  
Gulf Building  
Houston, Texas

Dear George:

Enclosed, herewith, please find a description of the various leases that we have in escrow in the Webb City Bank. These descriptions were taken directly from the leases themselves and it is my belief, in the absence of title examination, they are as accurate as we can obtain at the present time.

I have given each lease a lease number, have marked the number on the lease itself and, also, will have this number placed on the individual leases on the Lease Map. A new copy of this Map will be sent you tomorrow. When you receive this, disregard your old Lease Map as I have had to change some of the numbers as I have tried to arrange the lease numbers so we can carry them on in the future, using these numbers for exploration work, accounting, etc.

On the right hand side of each page, you will find "acreage". I would suggest in making your assignment you disregard the acreage column and rely for the area of each individual lease on the description of the property rather than the acreage set out as this is only for our own information.

We have all the leases that are numbered with the exception of Lease No. 9 which is labelled "Childress Buckeye Land Company". This lease is also known as "The Unity". It is the lease that I told you that was recently owned by the Eagle Picher Company. I was able to get this assigned back to the landowners and hope to get a new lease from them which they have agreed to let us have. However, at the present time this lease is just 50% signed up. The Childress family have signed it and have sent it to Ohio to be signed by the Buckeye Land Company. It has not yet been returned to us. Therefore, use your own judgment about assigning this particular lease to the Metals Reserve Company as we do not actually have title until it has been returned assigned to us by the Buckeye Land Company. I would suggest in your assignment you might state that we will assign this particular lease to the Metals Reserve Company if, as and when we receive a completely signed lease.

Lease No. 37, J. I. and Maggie Smith, is a lease on lands which we financed the clearing of the title, that is to say, we paid for the suit to quiet title on this land. This suit was decided in favor of J. I. and Maggie Smith during my absence from Joplin. However, they have executed a lease on the property to George R. Brown on a standard lease form but neglected to put in the description. I am going to take it around to Smith's attorneys in the morning to have him put in the description and then we will have a valid lease on the property subject to the attorney's approval of the abstract. If we have any difficulty in getting the description inserted on this lease, I will advise you by telegraph. However, I do not anticipate having any trouble.

BR000010297

Pumping Agreement No. 8 is a contract with the Todd Land Corporation. This holding is in the center of our area. I have tried to get this lease from Todd for some time but as he wants to mine it himself, the best I could get out of him was a contract that in the event we dewatered his property (which we will do anyway in dewatering the adjoining property), he is to pay us a 5% royalty on all ore produced from this lease. This should give us a good profit over and above our pumping charge should Todd, or his assignees, ever attempt to mine it.

I trust that the enclosed inventory of leases in the name of George R. Brown will suffice for your needs in making the assignment to the Metals Reserve Company. If it does not, do not hesitate to call on me further.

With kindest personal regards, I am,

Very sincerely yours,

---

D'Arcy M. Cashin  
1227 Crest Drive, Joplin, Missouri  
Home telephone 4859 - Office 11.

DMC-NC

Copy to Mr. Geo. R. Brown

BR000010298

- Lease #1**      **Howell-Morse Royalty Company, a Missouri corporation**  
The South-East Quarter (S.E.  $\frac{1}{4}$ ) of Section  
twelve (12), Township twenty-eight (28),  
Range thirty-three (33), Jasper County,  
Missouri. One hundred sixty (160) acres  
more or less.      **160 acres**
- Lease #2**      **Ralph R. Robinson and Alexander R. McVoy, Trustees of**  
**the Robinson Trust Estate**  
The West Half (W $\frac{1}{2}$ ) of the Southeast Quarter  
(SW $\frac{1}{4}$ ), and the Southeast Quarter of the  
Southeast Quarter (SE $\frac{1}{4}$ ), of Section One  
(1), Township Twenty-Eight (28), Range  
Thirty-Three (33); and the North Half (N $\frac{1}{2}$ )  
of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section  
Twelve (12), Township Twenty-Eight (28),  
Range Thirty-Three (33), containing in all  
two hundred (200) acres, more or less.      **200 acres**
- Lease #2A**      **Ralph R. Robinson and Alexander R. McVoy, Trustees of**  
**the Robinson Trust Estate**  
South Half (S $\frac{1}{2}$ ) of the Southwest Quarter  
(SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ); all  
the Southwest Quarter (SW $\frac{1}{4}$ ) except two (2)  
acres in the Southeast (SE) corner of the  
Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest  
Quarter (SW $\frac{1}{4}$ ), of Section One (1), Township  
Twenty-Eight (28), Range Thirty-Three (33);  
and all the Northwest Quarter (NW $\frac{1}{4}$ ) of Sec-  
tion Twelve (12), Township Twenty-Eight (28),  
Range Thirty-Three, containing in all three  
hundred thirty-eight (338) acres, more or less.      **538 acres**
- Lease #3**      **Home Land and Loan Company, a Missouri Corporation,**  
**of Jasper County, Missouri**  
The South One-half (S $\frac{1}{2}$ ) of Lot Two (2) of  
the Southwest Quarter (SW $\frac{1}{4}$ ) and Ten acres  
in the Southwest corner of the North One-  
half (N $\frac{1}{2}$ ) of Lot Two (2) of the Southwest  
Quarter (SW $\frac{1}{4}$ ), except Railroad Right of Way,  
containing approximately 52 acres, more or  
less, in Section Seven (7), Township Twenty-  
eight (28), Range Thirty-two (32);  
Miscellaneous Tracts Numbered Thirty-eight  
(38) and Forty (40), except 435 feet square  
in the northwest corner of Miscellaneous Lot  
38, in Section Eighteen (18), Township Twenty-  
eight (28), Range Thirty-two (32);  
**#3A**      The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest  
Quarter (SW $\frac{1}{4}$ ) of Section Six (6), Township  
Twenty-eight (28), Range Thirty-two (32)  
**#3B**      The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest  
Quarter (NW $\frac{1}{4}$ ) of Section Twenty-One (21),  
Township Twenty-eight (28), Range Thirty-two  
(32);  
**#3C**      Miscellaneous Lots Numbered One (1), Two (2),  
and Seven (7), in Section Thirty (30), and  
Miscellaneous Lots Forty-five (45) and Fifty-  
one (51), and Miscellaneous Lot Fifty-two (52),  
except East 10 acres and except railroad Right  
of Way, in Section Nineteen (19), all in Town-  
ship Twenty-eight (28), Range Thirty-two (32).      **267.35 acres**



Lease #4 The Independent Gravel Company, a corporation organized and existing under the laws of the State of Missouri, an undivided one-fourth interest; Webb City and Joplin Ballast Company, a Corporation, Sarah O. Gunning, a widow, Ethel Dean Ball, a widow, G. W. Ball and Winona O. Ball, his wife, and Elizabeth B. Patterson and F. L. Patterson, Jr., her husband, an undivided one-half interest; Todd Land Corporation, of Webb City, Jasper County, Missouri, a corporation organized and existing under the laws of the State of Missouri, an undivided one-fourth interest.

South Half of Northeast Quarter (S $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Section Twelve (12), Township twenty-eight (28), Range thirty-three (33).

Lease #5 The Independent Gravel Company, a corporation organized and existing under the laws of the State of Missouri. Commencing Southwest (SW) corner of Southeast Quarter Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ), Section Eight (8), Township twenty-eight (28), Range thirty-two (32), thence North six-hundred forty-five (645) feet, East three hundred thirty-two and one-half (332 $\frac{1}{2}$ ) feet, thence in southwesterly direction to point seven (7) links East of Southwest (SW) corner, thence West on South line to beginning.

East Half (E $\frac{1}{2}$ ) of Section Seven (7), and East Half of West Half (E $\frac{1}{2}$  of W $\frac{1}{2}$ ) of Section Seven (7), Township twenty-eight (28), Range thirty-two (32).

West Half of West Half (W $\frac{1}{2}$  of W $\frac{1}{2}$ ) of Section Eight (8), Township twenty-eight (28), Range thirty-two (32).

#5A Southeast Quarter, Northwest Quarter (NE $\frac{1}{4}$ , NW $\frac{1}{4}$ ), Section twenty-one (21), Township twenty-eight (28), Range thirty-two (32).

Lease #6 Maude W. Van Noose  
Forty (40) acres being the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), described as Lot Forty-one (41), Miscellaneous tracts, Webb City, Missouri and

Thirty (30) acres the West  $\frac{3}{4}$  of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), described as Lots Six (6) & Eight (8), Miscellaneous tracts, Webb City, Missouri. All in Section Eighteen (18), Township Twenty-eight (28), Range Thirty-two (32). Seventy (70) acres more or less.

70 acres

Lease #7 Bradford-Kansas City Zinc Company  
NW $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 17, Township 28, Range 32.

Pumping Agreement #8 Todd Land Corporation, a Missouri corporation

Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), except Ten (10) acres out of the Southwest (SW) corner thereof, in Section Seven (7), Township twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.

Lease #9      Childress-Buckeye Land Company  
NW $\frac{1}{4}$  of NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 1, Town-  
ship 28-North, Range 33-West, and NW $\frac{1}{4}$  of  
NE $\frac{1}{4}$  of Section 6, Township 28-North, Range  
32-West.

Lease #10      Glens W. Aylor, a single woman  
The Northwest Quarter of the Northwest Quarter  
of Section Seven (7), Township twenty-eight  
(28), Range thirty-two (32), containing 40  
acres, more or less.

#10A Undivided one-third (1/3) Int. in East one-half (E $\frac{1}{2}$ ) of the East one-half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Township twenty-eight (28), Range Thirty-two (32).

30 acres, being the West one-half (W $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), and Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ), all in Section twenty-eight (28), Township twenty-eight (28), Range thirty two (32).

**Lease #11 Guy H. Waring and Georgia T. Waring**

39.09 Acres : SE SW except 200 ft. in NW Cor.  
80 " : NW SE and NW NE  
60 " : NE SW and 3 1/2 NE NW  
All in Section 6 -28-32

#11A 10 Acres: SW NW NW, Section 25, Twp. 26, Range 32.

**Lease #12**     **Geraldine M. Holmes and W. W. Holmes, her husband**  
                  All of the Southwest Quarter of the Southeast  
                  Quarter in Section Six (6), Twenty-eight (28),  
                  Range Thirty-two (32), Jasper County, Missouri,  
                  containing forty acres more or less.

Lease #13 Ruth Jones and Lina W. Coleman and Rolla W. Coleman,  
her husband  
The Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northeast  
Quarter (NE<sup>1</sup>/<sub>4</sub>), Section Eight (Sec. 8), Town-  
ship Twenty-Eight (T. 28), Range Thirty-Two  
(R. 32).

#13A Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) and Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>), Section Twenty (Sec. 20), Township Twenty-Eight (T. 28), Range Thirty-Two (R. 32).

Letter #14 C. W. Clovin

The Northeast Quarter (NE<sup>1</sup>) of the Southeast Quarter (SE<sup>1</sup>) in Section Eight (8), Township Twenty-eight (28), Range Thirty-two (32).

**Lense #15 E. W. Heiniger and Josie Heiniger, husband and wife**

The Southeast Quarter (94) of the Southeast Quarter (94) of Section Eight (8), Township Twenty-eight (28), Range Thirty-two (32). Forty (40) acres more or less.

Lease #16 Merchants and Miners Bank of Webb City, Missouri and Lee A. Daugherty, Trustee, of the Estate of J. A. Daugherty and W. O. Burch and O. R. Lillibridge, Trustees of the Estate of R. A. Daugherty, all of Jasper County, Missouri.

The West half of the South-east quarter and the North-east Quarter of the South-west quarter of Section eight (8), Township twenty-eight (28), Range thirty-two (32), Jasper County, Missouri.

Lease #17 Elmer W. Birdsell and Josephine R. Rodfish, Eben W. Rodfish, and Howes Norris, Jr

All of the following described land lying, being and situate in Jasper County, Missouri. Commencing at Southeast corner of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Eight (8), Township Twenty-eight (28), Range Thirty-two (32), running thence North 80 rods thence West 30 rods, thence in a South Westerly direction parallel with the meanderings of the branch or 80 rods to place of beginning, containing 30 acres more or less.

Lease #18 Glens P. Aylor

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17), forty (40) acres more or less (Range) and

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) in Section Seventeen (17), except that part platted in town lots (Center Creek) and

#18A The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eighteen (18) and

#18B The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), (Prosperity). All in Township Twenty-eight (28), Range Thirty-two (32).

Lease #19 L. R. Reynolds and Anna G. Reynolds, his wife, P. R. Reynolds and Lillian E. Reynolds, his wife, and Hattie Corl, a widow and single, and L. R. Reynolds as Trustee.

Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) except one and one-fourth (1 $\frac{1}{4}$ ) Acres in Northwest corner of Section Seventeen (17), Township twenty-eight (28), Range thirty-two (32).

Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) except town lots platted therefrom, Section Seventeen (17), Township twenty-eight (28), Range thirty-two (32).

Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) except Eight and one-fourth (8 $\frac{1}{4}$ ) Acres in Northeast corner, and Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ), except town lots platted therefrom, Section Seventeen (17), Township twenty-eight (28), Range thirty-two (32).

Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Twenty (20), Township twenty-eight (28), Range thirty-two (32).

- Lease #20**    **W. O. Burch and Jessie E. Burch, his wife, and Annie L. Cass (Widow)**  
 Twenty (20) acres the South Half (SH) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Sixteen (16), Township Twenty-eight (28), Range Thirty-two (32).
- Lease #21**    **Carl E. Luscombe, of Vermillion, Ohio, and Frank E. Atwood of Jefferson City, Missouri, as sole surviving trustees and grantees named in declaration of trust and in general warranty deed executed by T. T. Luscombe on June 3, 1913, and recorded in book 262 at p. 42 and in book 259 at p. 419, respectively, in office of the Recorder of Deeds of Jasper County, Missouri.**  
 All that part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seventeen (17), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri, lying south of the resurvey of Luscombe's Addition to Cartersville, Missouri, containing Thirty (30) acres, more or less, subject to user of existing public roads, highways, streets and alleys, and railroad rights of way thereon and thereover.
- Lease #22**    **The Missouri Tine Fields Company, a Corporation**  
 Eighty (80) acres being the South Half of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Seventeen (17), except 1.36 acres deeded to the Missouri Pacific Railroad Co.  
  
 One hundred sixty (160) acres being the Northwest Quarter (NW $\frac{1}{4}$ ), and forty (40) acres being the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and forty (40) acres being the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), and eighty (80) acres being the North Half (NH) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty (20). All in Township Twenty-eight (28), Range Thirty-two (32).
- Lease #23**    **W. O. Burch, Receiver for Jane Chinn Land Company**  
 120 Acres. The west Half (WH) of the Southeast Quarter (SE $\frac{1}{4}$ ), and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21) and  
  
 40 Acres. The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-one (21) and  
  
 120 Acres. The West Half (WH) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-eight (28). All in Township Twenty-eight (28), Range Thirty-two (32).
- Lease #24**    **Addie M. Rusterer**  
 32.61 acres being the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), except railroad right-of-way, and except Troup's Addition to Prosperity, and except .4 acre North of Lots 34, 35 and 36, Troup's Add to Prosperity. All in Section Twenty-one (21), Township Twenty-eight (28), Range Thirty-two (32).

- Lease #25 Connor Investment Company**  
 All of the South Half of the South Half ( $\frac{1}{4}$  of  $\frac{1}{4}$ ), Section twenty (20), Township twenty-eight (28), Range thirty-two (32), containing one hundred sixty (160) acres more or less.
- All of the Southwest of the Southwest ( $\frac{1}{4}$  of  $\frac{1}{4}$ ), Section twenty-one (21), Township twenty-eight (28), Range thirty-two (32), containing forty (40) acres more or less.
- All of the Northeast Quarter ( $\frac{1}{4}$ ) of Section twenty-nine (29), Township twenty-eight (28), Range thirty-two (32), containing one hundred sixty (160) acres more or less.
- All of the North Half of the Northwest Quarter ( $\frac{1}{4}$  of  $\frac{1}{4}$ ), Section twenty-nine (29), Township twenty-eight (28), Range thirty-two (32), containing eighty (80) acres more or less.
- All of the West Half of the Northwest ( $\frac{1}{2}$  of  $\frac{1}{4}$ ), Section twenty-eight (28), Township twenty-eight (28), Range thirty-two (32), containing eighty (80) acres more or less.
- All of the North Half of the Southwest ( $\frac{1}{2}$  of  $\frac{1}{4}$ ), Section twenty-eight (28), Township twenty-eight (28), Range thirty-two (32), containing eighty (80) acres more or less.
- Lease #26 Kenneth Childress and Wanda Childress**  
 All of the Southeast Quarter of the Northeast Quarter of Section Twenty-eight (28), Township Twenty-eight (28), Range Thirty-two (32).
- Lease #27 Russell L. Shaffer and Olive K. Shaffer, his wife**  
 All of the South Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ), lying East of the right-of-way of the Missouri Pacific Railroad and
- The Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) and
- The Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) and
- The North Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ). All in Section Twenty-seven (27), Township Twenty-eight (28), Range Thirty-two (32). One hundred fifty (150) acres more or less.
- Lease #28 Owenweg Land and Royalty Company, a Missouri Corporation**  
 West one-half of the Northeast Quarter of Section Thirty-four (34), Township twenty-eight (28), Range thirty-two (32), being eighty acres more or less.
- Lease #29 Frank Childress and Winnie H. Childress, his wife**  
 All of the West One-third ( $\frac{2}{3}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Thirty-four, Township Twenty-eight (28), Range Thirty-two (32), containing  $53\frac{1}{3}$  acres more or less, and

The central one-third (1/3) of the southeast quarter (NE/4) of section thirty-four (34), township twenty-eight (28), Range thirty-two (32), except a triangular shaped tract or parcel containing 3-1/3 acres in the southeast corner of the said 34-1/3 acre tract, containing 50 acres more or less, all in Jasper County, Missouri.

**Lease #30 Childrens Royalty Company, a corporation**

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township twenty-eight (28), Range thirty-two (32).

**Lease #31 Paul Childrens and Rose Childrens, his wife**

All of the Northeast Quarter (NE/4) except the West Half (W/2) of the West Half (W/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4), and the East Half (E/2) of the Northwest Quarter (NW/4) except the East Half (E/2) of the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) and the North Half (N/2) of the South Half (S/2) of the section, and the Southeast Quarter (SE/4) of the southeast quarter (SE/4), all in Section thirty-two (32); and the Northwest Quarter (NW/4) of the southwest quarter of section thirty-three (33), Township twenty-eight (28), Range thirty-two (32), in Jasper County, Missouri.

**Lease #32 F. O. Halloway and J. H. Halloway**

80 Acres, West half of Southeast quarter, Sec. 31, Twp. 28, Range 32.

159.77 acres in Northeast quarter, Sec. 31, Twp. 28, Range 32.

All of that part of Lot One of the Northwest fractional Quarter of Sec. 31, Twp. 28, Range 32, lying East of the Missouri-Pacific Railroad Company's right-of-way and South of the Oaklind Park Sub-Division except One acre in the southeast corner which is eight rods North and South by twenty rods East and West, containing 34.30 acres, more or less, all in Sec. 31, Twp. 28, Rge. 32.

South three-fourths of the Northeast of the Southwest, containing 30 acres, more or less, in Sec. 31, Twp. 28, Range 32.

One acre, beginning at the Northeast corner of the Southeast of the Northwest of Sec. 31, Twp. 28, Range 32; thence, West 20 rods; thence, North 8 rods; thence, East 20 rods; thence, South 8 rods to place of beginning, all in Sec. 31, Twp. 28, Rge. 32.

All of Lot Two in the Southwest quarter of Sec. 31, Twp. 28, Range 32, except 28.82 acres in the southwest corner, and except 18 acres sold to Miller, Nickens, Yenger and except 3 acres in the Southwest corner sold to Francis Burke, containing 37.94 acres, more or less, all in Sec. 31, Twp. 28, Range 32.

Ten acres off the North side of the North one-half of Lot One in the Southwest Quarter of Section 31, Twp. 28, Range 32.

Containing 353.01 acres in all.

- Lease #33** Josephine K. Schansle and J. Schansle, William Amercina and Mabel E. Amercina  
All of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Six (6), Township Twenty-eight (28), Range Thirty-two (32), Jasper County, Missouri.
- Lease #34** E. W. Johnson and Jessie Johnson, his wife, of Carcoxie, Missouri  
The Southwest Quarter of the Southwest Quarter of Section Twenty-eight, Township Twenty-eight, Range Thirty-two, Jasper County, Missouri.
- Lease #35** Glens M. Aylor  
Miscellaneous Tract Numbered Ten (10) in NE 4E, Section 18, Township 28, Range 32, Jasper County, Missouri of Miscellaneous Tracts in the City of Webb City, Jasper County, Missouri, except that part lying North of the Frisco Railroad Standard Oil Company's Right of Way spur and East of Miscellaneous Tract Numbered 11, as shown in said plat book of Miscellaneous Tracts in the City of Webb City, Jasper County, Missouri, now on file in the Recorder's Office of Jasper County, Missouri. This lease is made subject to switch Rights of Way heretofore granted to the Missouri Pacific and Frisco Railroads; also, subject to surface rights of Sinclair Oil Bulk Station thereon, for the term of its lease.
- Lease #36** Wallace C. Porter and Lillie W. Porter, his wife, and Irene Randall, a single person  
The Southwest Quarter of the Southeast Quarter of Section 27, Township Twenty-eight, Range Thirty-two, Jasper County, Missouri, containing 40 acres, more or less.
- Lease #37** J. I. Smith and Maggie Smith, his wife  
The NE 1/4 of SE 1/4 and the NE 1/4 of the NW, Section 34, Township 28, Range 32. 120 acres.
- Lease #38** W. C. Pugh, Jessie E. Pugh, Lorraine Lively Gottshall, Ralph K. Gottshall  
The NE 1/4 of the SE, Section 21, Township 28, Range 32. Forty acres.
- Lease #10A** Todd Land Corporation, organized and existing under the Laws of the State of Missouri  
Undivided two-thirds (2/3) interest in the East one-half (E 1/2) of the East one-half (E 1/2) of the Northwest Quarter (NW 1/4) of Section twenty-eight (28), Township twenty-eight (28), Range Thirty-two (32).

Site: Leona Elliott  
" 1101592062674  
" 1111  
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May 13, 1943

Mr. D'Arcy M. Cashin  
1227 Crest Drive  
Joplin, Missouri

Dear Mr. Cashin:

At the request of Mr. George R. Brown, I am sending you herewith a letter from Metals Reserve Company, dated May 10th, addressed to Mr. Brown, together with Operations Memorandum Number MRC 1 and MRC 2 referred to therein.

Give my regards to Mrs. Cashin. I had such a lovely time with her, Natalie and Frances, the night before she left for Joplin.

Sincerely,

---

Leonora Elliott, Secretary to  
Mr. George R. Brown

/lne  
Enc.

BI 000010250

BRONI SHIPBUILDING COMPANY

008636



METALS RESERVE COMPANY  
Washington, D C.

May 10, 1943

Mr. George R. Brown  
Brown & Root, Inc.  
P. O Box 3  
Houston, Texas

Dear Mr. Brown:

The enclosed operations memorandum is largely self-explanatory. However, we want to point out that we have a substantial number of Agency Agreements and we have endeavored to include in one memorandum, the principal points involved in the majority of the cases.

As indicated in the memorandum, all provisions, therefore, are not applicable in every case. The terms of the agreement, the type of operation, and the size of the job to be done will determine which of the provisions are applicable.

We hope that the memorandum will answer many of the points about which there has been a substantial amount of correspondence from the various operating companies. The important thing, however, is that we have attempted to provide for the type of information that will keep us reasonably informed, and serve as a guide for agents in planning their operations and accomplishing maximum results.

In the event any requested report would be difficult to compile from your records, entail any duplication, or, in your opinion, would not help to accomplish the aforementioned purposes, we would appreciate your advising us.

We want to add that in requesting three copies of the information and reports, our purpose is to expedite consideration and action here.

Very truly yours,

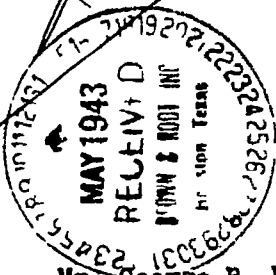
/s/ S. H. Petterson

S. H. PETERSON

Enclosures

C  
O  
P  
Y

EX COCO 1296



D'ARCY M CASHIN  
708 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

May 10, 1945

Mr. George R. Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Dear George:

Enclosed, herewith, please find copy of letter from A. E. Kipps that I know will be of interest to you. You will note that he states that our project has been passed by the committee and that we are in line for further appropriations as soon as the drilling is done. With reference to the remainder of his letter, I do not see that I can personally help him put over his own proposition as much as I would like to do so.

I received a telegram from Mr. S. H. Petterson of the Metals Reserve Company last Saturday in which he stated that they were holding up authorization of our going ahead with the drilling pending receipt of the title opinions and the signed assignment of the leases to the Metals Reserve. I attempted to contact you immediately but you were out of town so I called Mr. George Butler and he is arranging to get out the assignment but to complete same, he must have a correct inventory of all leases in the bank. This morning, therefore, I am going over to Webb City with Carl Plumb and a stenographer and will check all leases against the map and send Mr. Butler a correct description of these holdings so that he can complete the assignment.

I have been trying to rush the opinions on the titles through. There are twelve different parcels of land in the north drainage area. To date, we have sent four, will possibly send two today and should have four by the middle of this week and the remainder by the latter part of the week. We have had difficulty in many instances getting the base abstracts and in some cases have had to build the abstracts ourselves and with the abstract office at Carthage very much overworked, it has been a question of my staying in behind the various attorneys as well as the abstract office. Mr. McPherson has four attorneys examining titles here and as fast as they are examined and critical curative work done, they are being passed with three opinions being sent to Washington and one copy to George Butler, together with an additional opinion to Mr. Butler in which are outlined certain minor objections which we believe can be readily cured without bothering Washington about.

All of this was explained to Mr. Petterson's office in Washington over the telephone Saturday and he seemed to be satisfied stating that as soon as we had the opinions and the assignment completed, they were ready to authorize the work to be started. His office stated that they had overlooked telling you about this when you were in Washington recently.

BI CCCC. 0007

D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

I have had several conferences with Doctor Gardner of the Bureau of Mines. As you know, he is Regional Director for the western states. He has agreed to assist us in every possible way in our work and, in fact, has volunteered to take Mr. Donoghue, our chief sample man, off our payroll and place him on the Bureau of Mines payroll, the thought being that this will give weight to our sampling in Washington. In other words, we will have official supervision, a thing I have been striving to get for some time.

When I was in Houston last, Mr. Duke stated that we should have a bookkeeper here to take care of the paper work in connection with the contracts and governments reports. While I did not ask for such a person, I will be very glad to have this man. I do not think we will need him for another week, however, as we must have our opinions in and the assignment accepted in Washington before we can obtain authorization to go ahead.

I hope when we get under way that you can come up here and see for yourself just what we are trying to accomplish.

In this mail I am sending photostats to Mr. Burkhardt of data received from Bill Leslie in Washington, copies of which Mr. Burkhardt wanted for his files

With kindest personal regards, I am,

Very sincerely yours,



D'Arcy M. Cashin (Phone 4859 Home)  
1227 Crest Drive, Joplin, Missouri

DMC:MC

EX 000010308

*C. C. Hopper*  
*Consulting Mining Engineer*

616 Ellsworth Drive,  
Silver Spring, Md.

13rd April 1943

*Room 1916 - 55. Long Street West  
Toronto  
Thursday 23rd 43  
C. C. Hopper, Esq.*

Dear Mr. Cashin,

You may be surprised to hear that I have resigned from the War Production Board. I got an opportunity to do more for the War program in Zinc production in private industry so I am now applying myself to reopening a mine in the West which I worked back in 1929-30.

Mr. Howard I. Young has set up a new Coordinating Div. which will handle your project in its final form. He is very constructive and progressive and quite enthusiastic over the possibilities of Webb City. The other day at one of their big meetings, with the Bureau of Mines, etc. present they passed your project in full, so when your drilling is done you will automatically get your further appropriations.

Of course this new Div. puts the Zinc Div. somewhat in the background so I am not sorry that I am going into private industry.

I have acquired a 10 year lease on the Horn Silver Mine in Utah on very favorable terms for myself alone. In 1929-30 I managed this mine and was successful in developing 40,000 tons of ore which at present prices would net over a million dollars. The ore is high grade silver-lead-zinc, straight shipping ore and will net over \$17.00 per ton.

I have submitted it to the Zinc Div. and Geo. Heikes has considerably endorsed it. It has been set up as a Zinc Project No. 66, and has been passed by the Facilities Review Committee. It has the endorsement of Howard I. Young, and is recommended by the Bureau of Mines.

I require \$140,000.00 to reopen it properly so I can go to a production of 100 tons daily, and this amount has been OK'd by everyone in the W.P.B.

I am now in the process of negotiating with P.F.C. They are not as constructive or progressive as the W.P.B. and are trying to make very difficult terms with me over the directive of the W.P.B. A number of prominent engineers including E.N. Hunt of the U.S. Smelting and R.T. Walker of Newmont Corp. recommend this project, so I feel very good about it.

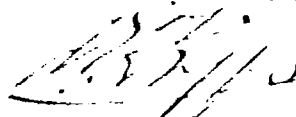
I am enclosing copy of the Zinc Div. breakdown to give you an idea of its possibilities, and also a confidential copy of letter to Mr. Jesse Jones from W.P.B.

If your reaction to this project is that a word from the outside to the Secretary of Commerce would help my negotiations and you feel that it warrants constructive assistance I would appreciate anything you could do in this respect. It must however stand on its own feet as I do not want anything but the opportunity to make that zinc production I can by my own efforts.

Wishing you the best of success and hoping to hear from you,

I remain, yours sincerely,

EL 6000-338 A



**METALS RESERVE COMPANY**  
WASHINGTON D C.

April 27, 1943



Mr. George R. Brown  
P. O. Box #3  
Houston, Texas

Dear Mr. Brown:

The letter agreement dated April 6, 1943, as amended, entered into between Brown & Root, Inc. and George R. Brown, jointly and severally, and Metals Reserve Company provides, among other things, that you will assign, at our request, any and all leases held by you in Townships 27, 28 and 29 North, Range 32 and 33 West, all in Jasper County, Missouri.

Accordingly, you are requested to forward to us an instrument of assignment with leases attached, as required by paragraph 7 of the above mentioned agreement. Such assignment should state that you are not in default under your leases and that no other assignment of such leases has been made by you. Upon approval by us, we will transmit such assignment to the Webb City Bank, Webb City, Missouri, where they will be held in escrow, together with any instructions necessary to carry out the terms of the agreement.

Very truly yours,

*DeWitt C. Schieck*  
DeWitt C. Schieck  
Assistant Vice President



BI CCG016331

**METALS RESERVE COMPANY**

Washington, D. C.

April 27, 1945

Mr. George R. Brown  
P. O. Box 3  
Houston, Texas

Dear Mr. Brown:

The letter agreement dated April 6, 1945, as amended, entered into between Brown & Root, Inc. and George R. Brown, jointly and severally, and Metals Reserve Company provides, among other things, that you will assign, at our request, any and all leases held by you in Townships 27, 28 and 29 North, Range 32 and 33 West, all in Jasper County, Missouri

Accordingly, you are requested to forward to us an instrument of assignment with leases attached, as required by paragraph 7 of the above mentioned agreement. Such assignment should state that you are not in default under your leases and that no other assignment of such leases has been made by you. Upon approval by us, we will transmit such assignment to the Webb City Bank, Webb City, Missouri, where they will be held in escrow, together with any instructions necessary to carry out the terms of the agreement

Very truly yours,

DeWitt C. Schieck  
Assistant Vice President

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**METALS RESERVE COMPANY**

**Washington, D. C.**

**April 27, 1945**

**Mr. George R. Brown  
P. O. Box 8  
Houston, Texas**

**Dear Mr. Brown:**

The letter agreement dated April 6, 1945, as amended, entered into between Brown & Root, Inc. and George R. Brown, jointly and severally, and Metals Reserve Company provides, among other things, that you will assign, at our request, any and all leases held by you in Townships 27, 28 and 29 North, Range 32 and 33 West, all in Jasper County, Missouri.

Accordingly, you are requested to forward to us an instrument of assignment with leases attached, as required by paragraph 7 of the above mentioned agreement. Such assignment should state that you are not in default under your leases and that no other assignment of such leases has been made by you. Upon approval by us, we will transmit such assignment to the Webb City Bank, Webb City, Missouri, where they will be held in escrow, together with any instructions necessary to carry out the terms of the agreement.

**Very truly yours,**

**DeWitt C. Schieck  
Assistant Vice President**

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**BI C00010333**

**METALS RESERVE COMPANY**  
WASHINGTON, D C

May 10, 1943

Brown & Root, Inc.  
P.O. Box #3  
Houston, Texas

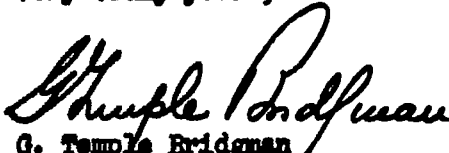
Gentlemen:

This will acknowledge your letter of April 14, submitting your budget and plan of operations in connection with your exploratory work in Drainage Area Number One. It is our understanding that before this work is completed, you will submit an additional budget and plan for further work under our agreement of April 6, 1943.

The budget submitted has our approval in the amount of \$32,387.76 for ninety-two churn drill test holes in Drainage Area Number One. We also approve the program as outlined, including the employment of Mr. Carl Plumb and Mr. T. P. Donaho.

We are attempting to arrange with Mr. George M. Fowler of Joplin to serve as consulting engineer to Metals Reserve Company in connection with the work you are performing for us. If we are successful in concluding arrangements with him, we feel that your Company as well as Metals Reserve Company, should derive considerable benefit from his advice and experience.

Very truly yours,

  
G. Temple Bridgman  
Executive Vice President

CC Mr. D. M. Cashin



BI 000010309



May 9, 1943

Mr. D'Arcy M. Cashin  
1227 Crest Drive  
Joplin, Missouri

Dear Mr. Cashin:

We enclose copy of a letter from Herman Jones of the firm of Powell, Wirtz, Radhut & Gideon, our attorneys, of Austin, Texas. Also enclosed are the several instruments mentioned in the letter, along with the certified photostat of the charter and the amendments of Brown & Root, Inc., a corporation. The letter and instruments seem to be self-explanatory and you will note that all have been executed for Brown & Root, Inc. by Mr. Herman Brown, President, except the one to be signed by you. You might check these with your local attorney for it may be that we still have time to use the forms supplied by the Secretary of the State of Missouri, as mentioned by Mr. Jones in the last paragraph of his letter. The certified check in the necessary amount can be furnished by your Webb City Bank.

Then, there is the question of insurance. We have instructed the American General Insurance Company to issue a contingent liability policy to protect us in case suit is filed against one of our drilling subcontractors. The cost of this particular coverage is only 7¢ per \$100.00 paid to subcontractors and we thought it advisable to have this protection since we are operating in strange territory. Also, we are having our insurance advisors, John L. Eorham & Son, check the Missouri requirements and we will let you have a copy of this report before actual operations are begun.

Very truly yours

BROWN & ROOT, INC.

By \_\_\_\_\_

Carl Burkhardt, Jr.

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**CLASS OF SERVICE**

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

BY DIRECT WIRE FROM

**WESTERN  
UNION**

1223

**SYMBOLS**

DL - Day Letter
NT - Overnight Telegram
LC - Deferred Cable
MLT - Cable Night Letter
Ship Radiogram

A. N. WILLIAMS  
PRESIDENTNEWCOMB CARLTON  
CHAIRMAN OF THE BOARDJ. C. WILLEVER  
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

STRAIGHT WIRE PAID

B.V. 5

HARRY EASLEY  
VICE PRESIDENT  
WEBB CITY BANK  
WEBB CITY MISSOURI

HEREBY AUTHORIZE SIGNATURE D'ARCY M CASHIN ON CHECKS DRAWN AGAINST BROWN & ROOT INC.  
METALS RESERVE COMPANY OPERATING ACCOUNT. RESOLUTION AND POWER OF ATTORNEY MAILED  
TODAY

BROWN & ROOT INC  
J. T. DUKE TREASURER

BR000010228

**CLASS OF SERVICE**

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

BY DIRECT WIRE FROM  
**WESTERN  
UNION**

1223

MAY 8, 1943

A. N. WILLIAMS,  
PRESIDENT

NEWCOMB CARLTON  
CHAIRMAN OF THE BOARD

J. C. WILLEVER  
FIRST VICE-PRESIDENT

**SYMBOLS**

DL = Day Letter

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The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

WU C12 71/70 GOVT NL-WASHINGTON D C MAY 7-  
BROWN AND ROOT INC-FORWARD TO:

D M CASHIN-1227 CREST DRIVE, JOPLIN MISSOURI-

RE AA217 BROWN & ROOT, WEBB CITY DEVELOPMENT AGREEMENT, DISBURSEMENT OF REVOLVING FUND PROVIDED IN AGREEMENT HELD UP FOR RECEIPT ASSIGNMENT OF LEASES REQUIRED IN PARAGRAPH 7 OF SAID AGREEMENT. CONTRACT AS AMENDED FURTHER REQUIRES SATISFACTORY TITLE OPINIONS BEFORE PROCEEDING WITH DRILLING ON VARIOUS PROPERTIES. SUGGEST THE ABOVE PROVISIONS TO THE CONTRACT BE COMPLIED WITH PROMPTLY IN ORDER THAT THE DISBURSEMENT OF FUNDS AND DRILL WORK MAY PROCEED WITHOUT DELAY-

S H PETTERSON

853A

BR.000010329

B+R.

April 27, 1943

Metals Reserve Company  
Washington, D. C.

We hereby request that a revolving fund be established for our account as Agent of Metals Reserve Company, as provided by our contract of April 6, 1943 and that disbursement be made as soon as possible in the amount of \$32,000 instead of \$50,000 provided in the contract. We certify that this fund will be used as outlined in the budget included with our letter of April 14, 1943.

---

BROWN AND ROOT, INC.

RJP:DT

DI 000010320

METALS RESERVE COMPANY  
WASHINGTON D C.

Brown & Root, Inc  
Houston, Texas

Gentlemen:

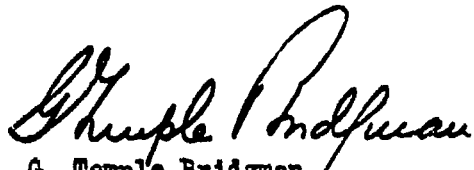
Complying with the telephone request of your attorney, Mr. George A. Butler, and in accordance with our telegram of April 14, 1943, the Letter Agreement between you and this Company, dated April 6, 1943, is hereby amended as follows:

1. By inserting after the word "kinds" in the eighth line of paragraph 3 thereof the qualification "(except Social Security, Unemployment, Sales, Occupational and other similar taxes)"
2. By deleting paragraph 8 and substituting therefor "8 Prior to any drilling or other exploratory work on any property, you will furnish to Metals Reserve Company, at your expense, satisfactory title opinions with respect to the lease covering such property with the understanding that title opinions on all properties, on which you hold leases, will be furnished as soon as possible. Such title opinions shall state that each lease covered thereby is assignable and that you are not in default under the terms of such lease or leases."

All other terms and conditions of the Letter Agreement dated April 6, 1943 remain unchanged.

Please indicate your confirmation of the foregoing amendments by signing the attached copy of this letter and returning it to us.

Sincerely yours,

  
G. Temple Bridgman  
Executive Vice President



Enc.

DI C000. C3-2

April 14, 1943



Metals Reserve Co  
#811 Vermont Ave  
Washington D C  
Attention Mr S L Tetterson

Re Webb City Missouri  
Zinc and Lead Development Work

Dear Sir

The Metals Reserve Co recently approved the application of Brown and Root Inc for an advance of \$80,000 to do certain Zinc & Lead development work in the Webb City Missouri Mining Area. It is my understanding that a letter with reference to this application signed by Mr G Temple Brigman Executive Vice President, Metals Reserve Co has been received by the Houston Office of Brown and Root Inc.

While the writer was discussing this project in Washington recently with Mr Frank C Cameron of your company he was instructed by Mr Cameron to prepare a budget for the work Brown and Root Inc expects to do in the Drainage Area Number One. This area is in the northern portion of block of Mining Leases owned by Brown and Root Inc.

Brown and Root Inc have applied to the Zinc Board of the War Production Board for certain funds to develop their Leases in the Webb City Area. The War Production Board has requested Brown and Root Inc to do certain exploratory work in the area to confirm certain estimates of ore reserves before definitely passing on the application by Brown and Root Inc for funds to further develop the area. The Zinc Board of the War Production Board has asked Brown and Root Inc to start the first exploratory work in the Northern part of their lease block in Drainage Area Number One.

In compliance with the suggestion of the War Production Board we are submitting herewith a budget for the development in Drainage Area Number One. Shortly before the completion of this work it is the intention of Brown and Root Inc to submit an additional budget to the Metals Reserve Co approval for the remainder of the exploratory work in the entire Leased Area.

Three copies of the budget and three sets of the maps showing the tentative locations of the test holes (outlined in red) have been prepared and are submitted herewith.

At a recent conference the tentative test hole locations were made jointly by the following Engineers Mr Otto Ruhl Engineer for the Bureau of Mines in the Joplin Area Mr Carl Plumb a prominent Consulting Engineer of Joplin, Mo and Mr William Stewart of Joplin, Mo consulting Engineer for Brown and Root Inc.

It is our present thought that 82 churn drill test holes should be drilled in the presently owned Mining Leases of Brown and Root Inc in Drainage Area Number One. Brown and Root Inc are in negotiation with the owners of what are locally known as the Unity Holdings in section 6 in

ENCLOSURE 3

township 28 N , 32 W and section 1 township 28 N , 32 W for a mining lease on these holdings and if these negotiations be consummated it is our thought that ten test holes should be drilled on the Unity Properties

Tentative Locations  
of  
Churn Drill Exploratory Holes  
in  
Drainage Area Number One  
Webb City Area

Plate #1					Check Drill Holes		
S E	N E	Sec	1-	T 28 N R 33 W	3	"	unity
N E	S E	"	1	"	6	"	"
S E	N E	"	1	"	5	"	"
N W	S E	"	12	"	2	"	"
N W	N W	"	12	"	2	"	"
N W	N W	"	12	"	5	"	"
S E	N W	"	12	"	1	"	"
S E	N W	"	12	"	1	"	"
S E	N W	"	12	"	5	"	"
S E	N W	"	12	"	5	"	"
S E	N W	"	12	"	5	"	"
S E	N W	"	12	"	5	"	"
S E	N W	"	12	"	1	"	"
S E	N W	"	12	"	5	"	"
N W	N W	"	6	R 32 W	1	"	"
N W	N W	"	6	"	2	"	"
N W	N W	"	7	"	9	"	"
					63		

Plate #2					drill holes		
N W	N E	Sec	7	Twp 28 N R 32 W	4	"	"
S E	N E	"	7	"	1	"	"
S E	N E	"	7	"	1	"	"
N W	S E	"	7	"	1	"	"
N E	S E	"	7	"	6	"	"
S E	S E	"	7	"	2	"	"
S E	S E	"	7	"	3	"	"
N E	S E	"	18	"	7	"	"
N W	N W	"	17	"	4	"	"
					29		

Drilling

It is the thought of Mr Otto Ruhl Bureau of Mines Engineer, Mr Carl Plumb Consulting Engineer and Mr William Stewart Consulting Engineer that the following churn drilling program together with the data presently available would be sufficient to afford an accurate estimate of the Ore Reserves underlying the Mine Leases of Brown and Root Inc in Drainage Area Number One

It is recommended that at least twelve Drilling Rigs be used in the test drilling of Drainage Area Number One



It is recommended that locations shown be considered as tentative in as much as it may be necessary to shift them a short distance should their location fall on chat piles or in caved ground or should there be some other natural obstacle in the way of making a location at the tentative point selected. It is also entirely possible that as the drilling campaign progresses it may be necessary to move the locations on account of results obtained.

Having in mind the testing of the Sheet Ground throughout the leased area and the Reed Springs formation over a portion of the area the following program was recommended. The location of the test hole be accurately tied to both the property lines and the nearest open shaft by surveys also the sea level elevations of the top of the test hole be obtained. That the starting hole be of such diameter that 8" surface casing be set on top of first rock, that 6 1/4 or 6 5/8" casing be set on top of the sheet ground and a 4 7/8 hole then drilled thru the ore zone of the sheet ground. In drilling above the sheet ground cutting samples should be saved at five foot intervals. In drilling through the ore zone cutting samples should be taken at intervals not greater than two and one half feet.

When it is desired to drill thru the sheet ground and test the underlying Reed Springs Formation the 6 1/4 or 6 5/8" casings should be pulled and the hole reamed thru the Sheet Ground Ore Zone and the casing reset below the Sheet Ground Ore Zone. A 4 7/8 hole then be drilled and sampled thru the ore zone of the Reed Springs Formation.

It was recommended that the tops and bottoms of all ore zones and the bottom of the hole be measured with a steel line.

On completion of the hole all casing be pulled except in those holes in which the engineers of the Metals Reserve Co wish to leave the surface casing.

#### Sampling

Subject to the approval of the Metals Reserve Co it is the present intention of Brown and Root Inc. to run 12 drilling rigs in North Drainage Area. Should these rigs be operated not more than ten or twelve hours per day the drilling and sampling will be under the direct control of the following, one project engineer, one chief sampler and four sample men. Should the operators of sufficient number of drilling crews decide to run more than one shift per day it may be necessary to employ additional sample men to take care of the extra drilling crews.

It has been recommended that the samples be taken as follows. All five foot samples of cuttings above the ore zones be set aside for study of the geologists and engineers.

When sampling thru ore zone the cuttings from the bottom of the hole will be bailed out with a sand pump the sand pump will be emptied into a large sack, similar to a sugar sack. This sample to include all rock cuttings, sludge and wash water.

The sample will then be taken to the cutting room for frying and quartering. Portions of the quartered sample will be sent to the assayer approved by the Metals Reserve Co. The assayer after grinding sample to a pulp will assay portions of the sample and save portion of the same in case a check assay is of the pulp sample is desired. Portions

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of the original rock cuttings sample will be placed in a fruit jar marked and sealed to be saved so that check assays may be run on it if desired

### Drilling Progress

All drilling contractors contacted agree that running one 10 or 12 hour shift per day for each rig under normal conditions should sample and complete one hole thru the sheet ground and in some instances thru the Reed Springs per week

With twelve rigs operating we hope to have twelve test holes accurately sampled and completed per week.

### Drilling Costs

The writer has endeavored to check the prices paid for churn drilling of this character and found the prices as follows. About ten or twelve years ago during the depression the prices were about \$1.00 per foot for holes of this size. For the past three years the major mining companies have been paying \$1.10 to \$1.25 per foot. When \$1.10 was paid no casing below the surface casing was run free by the driller. When the driller ran casing or had drilling trouble the mining operator paid the driller at day rates.

For the drilling program that the Engineers have recommended the better class contractors are asking \$1.25 per foot. When holes are drilled in the Reed Spring in addition to the \$1.25 per foot the drillers are asking \$30.00 per day for reaming from the casing seat above the sheet ground to the casing seat above Reed Springs and resetting casing. The \$30.00 should be added to footage cost of all Reed Springs holes.

Original bids from drilling contractors have been received and are submitted herewith.

### Assaying

The writer has contacted representatives of the various mining and Milling Companies, the U S Bureau of Mines and prominent local assayers with the following results. Neither the American Zinc Lead and Smelting Co. nor the Eagle Ficher Mining and Smelting Co. are doing commercial assaying. The writer was also informed that wither the Cochran Laboratories or the Bruce Williams Laboratories do all assaying for these companies other than company research work.

The writer contacted Mr. Mc Millan, Division Engineer, of the U S Bureau of Mines who stated that the U S Bureau of Mines Assay Laboratories had so many samples submitted to them at the present time that they were compelled to place a certain portion of their work elsewhere. They are now having Bruce Williams of Joplin do a certain amount of work for them. A copy of Mr. Mc Millans letter is enclosed herewith.

The writer contacted the three leading assayers in Joplin. The Cochran Laboratories, The Bruce Williams Laboratories and The Miller Chemical Laboratory. Bids have been obtained from these Laboratories and copies of the same are submitted herewith. It would appear from the bids as though the Bruce Williams is the low bidder. If this Laboratory is satisfactory to the Metals Reserve Co. it will be to Brown and Root Inc.

## Surveying and Drafting

The writer has asked the W. L. Stearns Engineering Co. to submit a bid upon the estimated amount of surveying and drafting in connection with this project. A copy of this bid is submitted herewith.

## Labor in Field

Other than the contracted surveying the other labor to be paid from the fund would be as follows:

Project Engineer	\$300.00 per mo.
Project Engineers Car Hire	40 00 per mo.
Head Sampler 12 hour day	250 00 per mo.
Three sample helpers 12 hour day	7 50 per day
One helper with pick up truck 12 hour day	13 50 per day

## Estimate of Materials and Equipment

1 single sample cutter	@ \$10.00	\$10 00
1 sample (machine) cutter	@ 35 00	35 00
16 tubs	@ 2 00	36 00
18 twelve quart pails	@ 1 00	18 00
4 square Bruno shovels	@ 2 00	8 00
1 piece sheet iron	@ 5.00	5 00
1 9x10 12 oz canvas	@ 10.00	10 00
30 doz pint glass jars	@ .55	16 50
1 300 ft steel tape	@ 30 00	30 00
1000 shipping tags	@ 5.50	5 50
1000 drill record blanks	@ 10 00	10 00
Pencils, erasers, note books	@ 10 00	10 00
10 tons coal	@ 5 50	55 00
	total	\$249 00

A certain amount of these supplies may be salvaged from this job, possibly not over \$40 00 in value.

## Project Engineer

Mr. Carl Plumb, an engineer of many years experience in the Tri State Area, has been recommended as project engineer to Brown and Root Inc. by both Mr. McMillar and Mr. Ruhl of the U.S. Bureau of Mines. A copy of Mr. Ruhl's letter of recommendation is submitted herewith. A copy of Mr. Plumb's service record is submitted herewith.

## Samplers

Mr. T. P. Donoho has been recommended by the U.S. Bureau of Mines to the writer for the position of chief sampler. It is the writer's understanding that he has been employed in the past by the Bureau of Mines in this capacity.

The four assistant samplers have been recommended by the U.S. Bureau of Mines or Mr. T. P. Donoho or by both.

BU 0000103 7

Budget Exploratory  
or Drilling Area 1  
92 churn drill test holes

Supplies		\$249 00
Churn Drilling	30 holes thru Reed Springs Ore Zone average depth 256' @ \$1.25 per foot plus 30 x \$30 00 reaming charge	\$9,600 00 900 00
	62 holes thru sheet ground ore zone average depth 210' @ \$1 25 per foot	16,275 00
	Sampling 8 weeks @ \$273 50	2,188 00
	Assaying 702 Assays @ \$1 33	975 00
Survey and drafting 8 weeks @ \$250 00 per week		2,000 00
Insurance, Employers and Public Liability and Auto Insurance, estimate		2 00 00
	total	\$32,387 76

Total footage  
Sheet ground 62x210 = 13,020 lin. ft.  
Reed Springs 30x256 7,680 lin ft  
92 holes total footage = 20,700 lin feet

$\frac{32,387}{20,700} = \$1 56$  per lin foot

Note Surveying and drafting can only be approximated, may be slightly more or less

Some of the supplies purchased may be salvaged when job is completed

If the Metals Reserve Co approves the above budget and wishes to authorize Brown and Root Inc to proceed with the exploration in the Webb City Area I will appreciate your advising me at your earliest convenience

If however the Metals Reserve Co is desirous of making any changes in the budget or wishes to receive additional information please advise me

Brown and Root Inc will appreciate your mailing one copy of your letter to Brown and Root Inc P O Box #3, Houston Texas and a second copy of your letter to D L Cashin, Agent, Brown and Root Inc 223 West Third St Joplin, Mo

Respectfully submitted,  
Brown and Root Inc  
by D L Cashin, Agent

D L Cashin, Agent

DI 0300.123

D'ARCY M GASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS



4/14/43

Mr Geo. R Brown  
P.O. Box #3  
Houston, Tex,  
Dear George,

Enclosed herewith  
please find copies of the data  
I sent to the Metals Reserve Co  
Also please find a copy of the  
application I sent in to the W.P.B  
asking them to grant us a P-56  
Thought you like to have these  
in your files. Regards

Yours truly  
D'Arcy M Gashin

DA 0000.03.9

FORM PD-542 (6-9-42) REDESIGNED (9-2)  UNITED STATES OF AMERICA WAR PRODUCTION BOARD  <b>METAL MINES</b>  <b>APPLICATION FOR SERIAL NUMBER UNDER          PREFERENCE RATING ORDER NO P-56</b>		DATE <b>4/ 12/43</b> NAME OF COMPANY <b>Brown and Root Inc.</b> ADDRESS <b>223 West Third St.</b> NAME OF MINE <b>Joplin, Mo</b> <b>Webb City Area</b> ADDRESS <b>223 W Third St Joplin, Mo</b>	
TO War Production Board, Washington, D C ATTN <b>Mining Branch</b>		<b>INSTRUCTIONS</b> To be filled out for each metal mining unit for which assistance under Preference Rating Order P-56 is desired	
1 PRODUCTION OF ORE <b>Exploring old mining area</b>			
CURRENT DAILY TONNAGE		MINE	MILL
ANNUAL TONNAGE			
1941			
1942 (Estimated)			
2 AVERAGE ANALYSIS ORE AND CONCENTRATES DURING LAST 12 MONTHS			
CONTENT	CU %	PB %	ZN %
ORE			
CONCENTRATES	PB CONCS		
	ZN CONCS		
	CU CONCS		
	OTHER CONCS		
If more than one concentrate made show analysis of each on reverse side of this sheet			
3 NET DOLLAR VALUE OF MATERIALS SHIPPED IN 1941 (Dollars)	4 NUMBER OF YEARS IN PRODUCTION (Number)	5 HOW IS MINE DEVELOPED? <b>38mi of face exposed</b> <b>5000</b> LIN FT OF SHAFTS _____ LIN FT OF DRIFTS _____ LIN FT OF TUNNELS	6 ORE RESERVES POSITIVE (Tons) <b>19,000,000</b> rock tons PROBABLE (Tons) <b>6,869,000</b> rock tons
8	1909-1919		
7 IN 1941 WHAT PRODUCTS WERE SHIPPED AND TO WHOM?			
A. <input type="checkbox"/> ORE  C. <input type="checkbox"/> METAL  D. <input type="checkbox"/> OTHER		B. <input type="checkbox"/> CONCENTRATES	
8. NUMBER OF EMPLOYEES AT PRESENT <b>30 to 35</b>		9. NUMBER OF SHIFTS OPERATED AT PRESENT PER DAY <b>1 to 1 1/2</b>	
<b>CERTIFICATION</b>			
THE UNDERSIGNED CERTIFIES THAT THE INFORMATION CONTAINED IN THIS REPORT IS CORRECT AND COMPLETE TO THE BEST OF HIS KNOWLEDGE AND BELIEF			
<b>Brown and Root Inc</b> NAME OF COMPANY <b>April 12, 1943</b> DATE		SIGNATURE OF AUTHORIZED OFFICIAL <b>Agent</b> TITLE	
SECTION 35(A) OF THE UNITED STATES CRIMINAL CODE 18 U S C SEC 80 MAKES IT A CRIMINAL OFFENSE TO MAKE A WILLFULLY FALSE STATEMENT OR REPRESENTATION TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AS TO ANY MATTER WITHIN ITS JURISDICTION			

(over)

GPO—War Board 944A—D. 1

BI 000010350

Serial Number Sector of Mine Equipment Division  
War Production Board

Gentlemen,

BL0000010351

**Serial Number Sector of Mine Equipment Division  
War Production Board**

**Gentlemen**

The undersigned operators Brown and Root Inc. whose home office is located in Houston Texas and whose temporary office in Joplin, Mo. is located at 223 West Third Street are applying for a temporary preference rating order No.P-56.

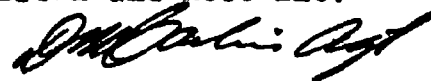
The Webb City Mining Area is located in Jasper County Mo. this is an old mining area under which mining operations were carried on from 1909-1919. Entire area under water at present time. The undersigned have made application to War Production Board for permission to dewater this area and open up the various old mines. There are in excess of 165 shafts in this area and 38 miles of mining face exposed. This area produced in the past some 53,000,000 rock tons of ore which yielded 1,870,000 tons of zinc sulfide and 221,000 tons of lead sulfide.

Brown and Root Inc. have been appointed agents of the Metals Reserve Company to carry on certain exploratory churn drilling in this area. The plan being to check old drill holes and verify the estimate of reserves set up by our engineers so that the War Production Board may come to a speedy decision as to the authorization to future development in this area. In connection with this exploratory work it will be necessary for Brown and Root Inc. to purchase a certain amount of material and supplies to be used in connection with this work. This is our reason for asking for a temporary preference rating order P-56.

It is the operators belief that the ores mined in this area will recover an average of 2.8% or better in lead and zinc concentrates.

Will appreciate it if you send any correspondence to 223 West Third Street, Joplin, Mo.

Respectfully submitted,  
Brown and Root Inc.



by D.M. Cashin, Agent

Brown and Root Inc.  
Houston Texas address  
P.O. Box #3

BR.COC010352



373 0000 0000



*Handwritten signature or initials, possibly "J. B. ..."*

*[Faint, mostly illegible text block, possibly a letter or report.]*

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*[Faint, mostly illegible text block.]*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

C. H. PLUMB  
CONSULTING MINING ENGINEER  
511 JACKSON AVENUE  
JOPLIN, MISSOURI

PROFESSIONAL RECORD

Name Carlton H. Plumb  
Address 511 Jackson Ave. Joplin Mo, Phone 6575 W  
Date of Birth July 24th. 1875 Nationality American  
Height 5'-6" Weight 138 lbs. Health Good.  
Married Yes Children Four  
Education B.A. Drury Col. Springfield, Mo. 1895 M.A. 1904  
Foreign languages Some Spanish.  
Eng. Soc. Mem. A.I.M. & M.E. (past). Registered Prof. Engr. Mo. No. E-718

Professional Experience

1896-1898 Chainman to Transitman A.T. & S.F. Ry. Chgo and N. Mex. Div.  
1898-1900 Engineer Raton Coal & Coke Co. Raton. N.M.  
Surveying and mapping, construction, Coke analysis  
1900-1907 Div. Engr. C.F. & I. Co. Trinidad and Denver Colo.  
Con. C. & W. Ry. Plant layout and Construction. Land and  
mine surveying, mapping, examination of coal properties.  
1907-1913 General Engineering Bus. for self, Joplin, Mo.  
Surveying, mapping mine, land, railway, city, highway.  
Examination and reporting and sampling lead and zinc  
mines.  
1913 6 mo. Engineer Amer. Tripoli Co. Seneca Okla.  
Prospecting and dev. Tripoli mine, plant layout and con.  
1914 Lab. Asst. Butte & Sup. Copper Co. Butte, Mont.  
Sampling, preparing samples, screen analysis, wet assaying.  
Flotation Lab. experimentation, mill sampling, operating  
flotation machines. Elm Orlu mill.  
1915-1916 Engineer Welsh Min. Co. (Church & Mabon) Miami, Okla.  
Mine and land surveying and mapping. Chge. drilling  
operations (22 drills) lead and zinc prospecting, sampling  
Chge. office and books.  
1917-1918 Drilling lead and zinc leases for self. Chge. drilling  
and sampling for as many as 10 drills.  
1919 6 mo. Asst. geologist. Goodrich Oil Co. Tulsa, Okla.  
Working oil geol. with plane table and aneroid, recon.  
surveying, mapping surface and subsurface geol. structures  
1919-1921 Working oil geology, Kan. Okla. Texas and Ark. for self  
1923-1924 Engineer. Childress L. & Z. Co. Miami, Okla.  
Surveying and mapping, Chge. drilling, development and  
sampling, Exam. of lead and zinc mines. (10 Rigs)  
1924-1925 Engr Quapaw Min. Corp (Chas. M. Schwab) Miami, Okla.  
Chge drilling operations (20 rigs) development, survey-  
ing and mapping lead and zinc mines. Sampling.  
1926-1927 Engineer Childress L. & Z. Co. Miami, Okla.  
Chge. drilling and dev. work (4 rigs) surveying, mapping,  
sampling. Exam. and reports.

E 6000-6334

- 1927-1934 Engineer San Gabriel, Calif.  
Examinations and reports and sampling lead, zinc, coal,  
asbestos, gold, copper and mercury mines.
- 1942-1943 Engineer, Stewart Eng. Co. Joplin, Mo. and for self.  
Examination and reports on lead, zinc, barite, fluorspar  
and manganese mines, sampling mines and drill cuttings,  
surveying and mapping.

#### References

Joplin National Bank, Joplin, Mo.  
Stewart Engineering Co. Joplin, Mo.  
Geo. J. Stein, Ch. Engr. Eagle Picher Min. & Sm. Co.  
Miami, Okla.

BI C6002335

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF MINES

720 Joplin Nat'l Bank Bldg.  
Joplin, Missouri  
April 12, 1943

Mr. D. M. Cashin  
Joplin, Missouri

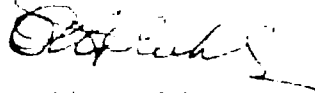
Dear Mr. Cashin:

Replying to your inquiry regarding the employment of Mr. C. H. Plumb as a mining engineer for handling the drilling program in the Webb City field, it seems to me you have chosen very wisely.

Mr. Plumb has had wide experience in developing mining lands in the Tri-State district and elsewhere and his knowledge and experience will prove a valuable aid to you in your drill prospecting program. He is a man who is not only a good engineer, but is remarkably gifted in getting along with men and getting a job done well and expeditiously.

I have known Mr. Plumb over a number of years, have worked with him and I feel sure we can work together on the proposed drilling project at Webb City.

Yours very truly,



Otto Kuhl  
Mining Engineer



El 606013336

April 9, 1945

Mr. Harry M. Gashin  
1227 Crest Drive  
Joplin, Missouri

Dear Mr. Gashin:

Mr. George B. Brown asked that I send you the  
attached copy of letter type of Temple-Williams, Executive  
Vice President, Refuels Reserve Company, Washington, D. C.,  
dated April 6, 1945, reference Webb City, Missouri, Mine and  
Lead Development Work. Mr. Brown will call you about this

concern.

My best regards to you and Mrs. Gashin.

Sincerely,

Leonore Elliott

LNE  
Enc.

BR0000103EF

METALS RESERVE COMPANY  
WASHINGTON, D. C.



Brown & Root, Inc  
and  
George R Brown  
P O Box #3  
Houston Texas

APR 6 1943

Gentlemen

Re Webb Cit., Missouri Zinc and Lead  
Development Work

Because of the urgent need for additional production of zinc and lead, and pursuant to the letter of recommendation of the War Production Board dated March 30, 1943, Metals Reserve Company proposes to undertake certain exploratory work on mining leases located in Township 27, 28 and 29 North, Range 32 and 33 West, all in Jasper County, Missouri, such lands being leased by George R Brown (which have heretofore been examined by the Bureau of Mines), to determine whether the future development of the properties is warranted

Subject to the terms and conditions hereinafter set forth, Metals Reserve Company will advance to you, if and as required, the sum of not to exceed \$80,000 for such exploratory work. The work shall be undertaken in such location and manner as may from time to time be approved by us, but the money shall be expended and the work performed under your direction and control as an independent contractor, subject to the following conditions

1 There will be promptly submitted to us for our approval the proposed program of operations, including estimates of amount and cost of churn drilling, sampling, assaying arrangements and from time to time such other engineering data as may be requested to determine the feasibility of developing the properties. Prior to the purchase or acquisition of equipment, facilities, materials or supplies or to the contracting for such equipment, facilities, materials or supplies to carry out this program, there will be submitted to us preliminary estimates of the cost thereof. It is agreed that any personal property acquired through funds advanced by us will be subject to removal at any time from the real property upon which they are located or affixed, and such personal property shall belong to Metals Reserve Company. You will make the necessary arrangements with lessors to accomplish this result.

2 The operations will be conducted in an efficient, economical manner, and in accordance with the accepted practices and pursuant to such instructions as we may issue from time to time. There will be maintained adequate and satisfactory books, records and maps, all of which shall be available to us for examination and audit. Progress reports and other information will be furnished to us upon our request.



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In addition our representatives and employees shall have the right to enter upon the leased premises and to inspect same and the work being undertaken thereon at any reasonable times. Your employees on this work shall not be considered our employees for any purpose. No assignment of the aforesaid leases nor any sub-leases shall be made of the above mentioned premises without our consent in writing.

3 The funds disbursed by us shall be used solely to carry on the work herein contemplated and to pay expenses incurred in good faith in the performance of such work, including labor, power, supplies, machinery, equipment and other costs and expenses incurred by you directly or as compensation to contractors employed by you. All such expenses shall be incurred only upon receipt of authorization by us, but excluding (without limitation) any remuneration to you or your agents for attorneys' fees, taxes of all kinds, royalties or other costs, charges or expenditures made by you or other costs or expenses not actually paid or incurred as a result of operations contemplated hereunder. In the event of dispute as to the amount expended or costs incurred in connection with this program, the matter shall be referred to a mutually satisfactory certified public accountant, whose determination shall be final and the basis of settlement.

4 There will be established a revolving fund in an account designated "Brown & Root, Inc - Metals Reserve Company Operating Account" in the Webb City Bank, Webb City, Missouri, and an initial deposit of \$50,000 will be made. The fund may be replenished from time to time within the aforesaid \$80,000 allocation upon your request, supported and accompanied by your requisition and certificate in form satisfactory to us, itemizing all disbursements made from such fund and certifying the amounts of such disbursements and the necessity and reasonableness thereof.

5 It is agreed that the provisions set forth in Exhibit A attached hereto are made a part of this agreement with the same force and effect as if fully set forth herein, Brown & Root, Inc, and George R Brown being referred to in said Exhibit A as "Contractor" and Metals Reserve Company being referred to therein as "Metals Reserve".

6 Upon conclusion of the exploratory program undertaken pursuant to this agreement, which shall be completed within four months from date hereof, the results thereof will be reported to us immediately. In the event the indicated ore reserves, in your opinion, justify undertaking the operation of the mining properties, you will notify us within thirty days from the date of the report whether or not you desire to operate for your own account. If you elect to operate for your account, it is hereby agreed you will reimburse Metals Reserve Company for any sums advanced hereunder on the following basis:

BI C0601C363

You will proceed to develop and operate, or cause to be developed and operated said leases in a manner designed to obtain the largest production of zinc and lead ores consistent with good mining practices, to mill, treat and concentrate or cause to be milled, treated and concentrated all ore obtained from said leases and produce therefrom marketable grades of zinc and lead concentrates and authorize and instruct the smelter to which such concentrates are sold to pay us \$10 per ton of zinc concentrates and \$15 per ton of lead concentrates until the entire amount of any and all advances made hereunder have been repaid together with interest thereon from the respective dates of disbursement until paid at the rate of 4% per annum, and provided further that this Company shall have the right to purchase the entire production of ore at prices to be agreed upon, from which there shall be deducted the above amounts to repay our advances plus 4% per annum. Provided further, that any balance remaining unpaid on June 1, 1944 shall promptly be paid in full.

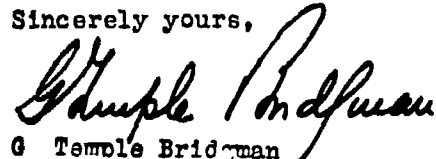
7. In the event you elect not to proceed as provided in paragraph 6 above, then in consideration of the advances made as herein provided, we shall be entitled to receive at our election unconditional delivery of any or all leases now held or hereafter acquired by you covering properties located in the Webb City area, together with valid assignments thereof in recordable form, in our favor. Prior to any disbursement hereunder any leases and assignments then held by you shall be delivered in escrow with the Webb City Bank, Webb City, Missouri, subject to the terms hereof. For identification a list of leases now held by you is attached hereto as Exhibit B.

8. It is hereby warranted by you that each said lease is and will be during the period of this agreement a valid and subsisting instrument of lease entitling you as lessee to operate and perform the above program during the term thereof, that the same is assignable and if any defects are found as to lessor's title or as to the lease or assignment the same shall be cured by the lessor or by you and without expense to us

If the performance of any part of this agreement by either party is prevented, hindered or delayed by reason of any cause or causes beyond their control, then such party shall be excused from such performance during the continuance of any such happenings or events.

Please indicate your confirmation of the foregoing by signing the enclosed copy of this letter, which will then constitute the agreement between Brown & Root Inc and George R. Brown, jointly and severally, and Metals Reserve Company, as of the date hereof.

Sincerely yours,



G Temple Bridgman  
Executive Vice President

B7 C0602C364



**EXHIBIT A**

1. Assignment. (a) Contractor shall not, without the prior written consent of Metals Reserve, sell, assign or pledge this Contract or any of its rights, powers, privileges, duties or obligations hereunder (b) Metals Reserve may assign its interest under this Contract to any other branch or agency of the Government of the United States of America, and upon such assignment such assignee shall acquire all the rights, powers and privileges of Metals Reserve hereunder and shall be bound by all the duties and obligations of Metals Reserve hereunder, and Metals Reserve shall thereby cease to have any rights, powers, privileges, duties or obligations hereunder, it being expressly understood that any such assignment by Metals Reserve of its interest in this Contract shall be subject to all the rights, powers and privileges of Contractor hereunder and shall be conditioned upon such assignee's assuming all duties and obligations of Metals Reserve hereunder

2 Non-Waiver Clause. The failure of either the Contractor or Metals Reserve to insist, in any one or more instances, upon the performance of any of the terms, covenants, and conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect

3 Notice. Notice to either party hereto shall be sufficient only if given in writing addressed to such party at the address set forth in the Contract, or, if the Contract designates an Agent, to such Agent as Agent's address as set forth in the Contract, or to such other address as either party for itself may hereafter specify to the other in writing

4 Default. Notwithstanding any other provisions of the Contract to which this Exhibit A is attached, Metals Reserve may, by notice in writing to Contractor, cancel this Contract or any part thereof at any time, without payment of damages or penalty of any kind for such cancellation, in the event (a) a receiver, liquidator or trustee is appointed for Contractor or its property, or Contractor makes an assignment for the benefit of creditors, or Contractor becomes insolvent, or a petition is filed by or against Contractor pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Contractor a bankrupt, or for the reorganization of Contractor, or for the purpose of effecting a composition or rearrangement with Contractor's creditors, and such receiver, liquidator, or trustee is not discharged or any such petition filed against Contractor is not dismissed within sixty (60) days, (b) of the liquidation or dissolution of Contractor (if Contractor is a corporation), whether voluntary or involuntary, (c) of default by Contractor in the performance of any of the terms, conditions or covenants of this Contract or any amendment or supplement thereto and the failure of Contractor to cure such default within thirty (30) days from the giving of a written notice of such default by Metals Reserve to Contractor, (d) of the determination by Metals Reserve that Contractor obtained this Contract for the purpose of speculation

5 Governing Law. This Contract shall be construed under and governed by the law  
of the State of New York

6 Contingent Fees. Contractor warrants that Contractor has not employed any person to solicit or procure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give Metals Reserve the right to deduct from any amounts due Contractor from Metals Reserve the amount of such commission, percentage, brokerage, or contingent fee or to recover said amount upon making demand therefor, without prejudice to any other rights of Metals Reserve.

7 Members of Congress. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

8 Compliance with Applicable Laws. In the performance of this Contract, Contractor shall comply with and give all stipulations and representations required by any applicable Federal, state, municipal or local law, or Executive order, or any applicable rules, orders, regulations or requirements of any government department or bureau, including the provisions of and regulations under Walsh-Healey Act (49 Stat 2036-2039) which are hereby incorporated herein by reference, but nothing herein contained shall be considered as preventing Contractor from contesting in good faith the validity of such law, rule, order, regulation or requirement or any charge that Contractor has not complied therewith. Contractor expressly agrees to comply with the applicable provisions of Executive Order 9301 establishing a minimum wartime work-week of forty-eight hours and any modifications thereof and any regulations issued pursuant thereto. Pursuant to Executive Order No. 8802 dated June 25, 1941, Contractor hereby agrees that Contractor will not discriminate against any worker because of race, creed, color or national origin.

FI 000025365

## EXHIBIT B

LIST OF LEASES HELD BY GEORGE R BROWN AS OF  
JANUARY 9, 1943 IN THE WEBB CITY AREA

## TO WHOM IT MAY CONCERN

This is to certify that there is now deposited in the Webb City Bank at Webb City, Missouri, mining leases on land hereinafter described, located in Jasper County, Missouri, under terms and conditions, as substantially set out, in copy of the lease form hereto attached, that such leases are deposited under the Escrow Agreement attached to and set out in this lease form, each lease being for a period of twenty (20) years with a uniform five percent royalty payment to the Lessors in each lease, based on the sale price of all lead and zinc ores recovered and sold from the land therein described

All leases so deposited in this Bank appear to be properly signed and duly acknowledged by the Lessors and Lessees named therein, together with the Escrow Agreements attached thereto

Leases so deposited as above mentioned are as follows

ACRES	DESCRIPTION	OWNER
<u>Land in 6-28-32</u>		
40	SW SW	Home Land & Loan Company
39 09	SE SW ex 200 ft in SW cor	Guy H Waring, et al
80	NW SE & SW NE	" " "
60	NE SW & S <sub>2</sub> SE NW	" " "
40	SE SE	William Smercina, et al
40	SW SE	Geraldine H Holmes, et al
<u>Land in 7-28-32</u>		
52	S <sub>1</sub> NW SW	Home Land & Loan Company
480	E <sub>1</sub> of Sec & E <sub>1</sub> of W <sub>1</sub> of Sec	Independent Gravel Co
40	NW NW	Glena M Aylor
<u>Land in 8-28-32</u>		
160	W <sub>1</sub> of W <sub>1</sub>	Independent Gravel Co
8	Commencing SW cor of SE SW, thence 645 ft N thence, E 332 <sup>1</sup> ft, thence Southwesterly to point 7 links E of SW cor, thence W on S line to beginning	Independent Gravel Co
120	W <sup>1</sup> SE & SE SW	Merchant & Miners Bank, et al
40	NE SW	C W Slevin
40	NW NE	R W Coleman, et al
<u>Land in 16-28-32</u>		
20	S <sub>1</sub> SW SW	W C Burch, et al
<u>Land in 17-28-32</u>		
38 75	SE SE (Ex 1 <sup>1</sup> / <sub>2</sub> ac)	L R Renolds, et al
27 98	NW SE (ex town lots)	L R Renolds, et al
51 75	NE SW (ex 8 <sup>1</sup> / <sub>2</sub> ac NE cor) & SE NW (ex town lots & ex tract beg at intersec 1 Line Lewis St & W line Center St 125' sq)	L R Renolds, et al
40	NW NW	Bradford-Kansas City Zinc Co
40	NE NW	Glena M Aylor

EF 030013366

ACRES	DESCRIPTION	OWNER
<u>Land in 17-28-32 Continued</u>		
80	SW NW & NW SW (Miscel Lots 5 & 6)	Glena M Aylor
80	S $\frac{1}{2}$ SW (ex 1 36 ac )	Mo Zinc Fields Company
30	S 3/4 NE SE	Carl B Luscomb, et al
<u>Land in 18-28-32</u>		
40	NE NW	Maude H Van Hoose
30	W 3/4 NW NE	" "
40	SE SE	Glena M Aylor
54	Miscel Lots 38 & 40 (ex 435 ft sq in NW cor of Miscel 38)	Home Land & Loan Company
<u>Land in 19-28-32</u>		
81 35	Miscel Lots 45, 51 & 52	Home Land & Loan Company
<u>Land in 20-28-32</u>		
80	S $\frac{1}{2}$ SE	Connor Investment Company
40	SW SW	Connor Investment Company
40	SE SW	Connor Investment Company
40	NE NE	L R Reynolds, et al
520	NE SW & NW SE & E $\frac{1}{2}$ NW & SW NE & W $\frac{1}{2}$ NW & NW SW	Missouri Zinc Fields Co
80	NE SE & SE NE	R W Coleman, et al
<u>Land in 21-28-32</u>		
40	SW SW	Connor Investment Company
40	NW NW	Home Land & Loan Company
40	SE NW	Independent Gravel Company
40	SE SW	Glena M Aylor
40	SE SE	Jane Chinn Land Co ,
120	W $\frac{1}{2}$ SE & SE SW	Jane Chinn Land Co ,
32 61	SE SE (ex rr & ex Troup's Add Prosperity & ex 40ac N of Lots 34 & 36 Troup's Add Prosperity)	Addie M Kusterer
40	NE SE	W C Burch, et al
<u>Land in 27-28-32</u>		
150	S $\frac{1}{2}$ NW & NW SE & NE SW & N $\frac{1}{2}$ SE SW	Russell L Shaffer et al
<u>Land in 28-28-32</u>		
160	W $\frac{1}{2}$ NW & N $\frac{1}{2}$ SW	Connor Investment Company
40	E $\frac{1}{2}$ of E $\frac{1}{2}$ of NW	Glena M Aylor, et al
30	W $\frac{1}{2}$ SE NW & NW NE NW	Glena M Aylor, et al
10	S $\frac{1}{2}$ E NW	Guy H Waring, et al
40	SE NE	Kenneth Chilness, et al
120	W- NE & NW SE	Jane Chinn Land Co
40	SW SW	E W Johnson, et al
<u>Land in 29-28-32</u>		
40	NW NW	Connor Investment Company
200	All of NE & NE NW	Connor Investment Company
<u>Land in 30-28-32</u>		
56 57	Miscel Lots 1 2 & 7	Home Land & Loan Company
<u>Land in 31-28-32</u>		
80	W $\frac{1}{2}$ SE	F C Wallower, et al
159 77	NE	F C Wallower, et al
34 30	All that part of Lot 1 of NW frac 1/4 E of Mo Pac rr/rw and S of Oakland Park Sub-Div ex 1 ac in SE cor 8 rds N & S by 20 rds E & W " " "	

BY C3C0-3367

ACRES	DESCRIPTION	OWNER
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Land in 31-28-32 Continued

30	S 3/4 NE SW	F C Wallower, et al
1	beg SE cor of SE NW, thence, W 20 rds, thence, N 8 rds, thence, E 20 rds, thence, S 8 rds to beginning	" " " "
37.94	In Lot 2 SW	" " " "

Land in 32-28-32

380	1E (ex W 1/2 NW NE) & E 1/2 NW (ex E 1/2 NE NW) & N 1/2 S 1/2 of Sec	Paul Childress, et al
-----	---	-----------------------

Land in 33-28-32

80	W 1/2 NW	Childress Realty Company
40	NW S 1/2	Paul Childress, et al

Land in 34-28-32

53 75	W 1/3 SE	Frank Childress, et al
50	Central 1/3 of SE	" " "
80	W 1/2 NE	Duenweg Land and Royalty Co

Land in 1-28-33

178	S 1/2 SW NW & SW (ex 2 acs in SE cor of NW SW)	Ralph Robinson, et al
120	W 1/2 SE & SE SE	Ralph Robinson, et al

Land in 12-28-33

80	S 1/2 NE	Independent Gravel Company
160	NW	Ralph Robinson, et al
80	N 1/2 NE	" " "
80	S 1/2 NE	Webb City & Joplin Ballast Company, et al
160	SE	Newell-Morse Royalty Company

ADDITIONAL ACREAGE

Land in 8-28-32

40	SE SE	E W Heiringer
30	SE SW	Birasall, et al

Land in 18-28-32

17 35	Part of Miscel Tract 10	Glera M Alor
-------	-------------------------	--------------

TOTAL 5745

This acreage statement is made subject to corrections in mathematical calculation, however, it is approximately correct

Respectfully submitted,

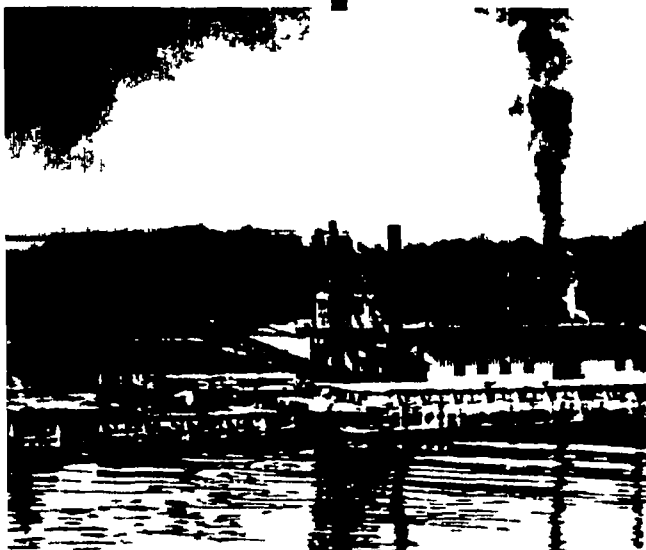
WEBB CITY BANK

BY /s/ Harry Easley  
Vice President  
/s/ Sec.

BY 000027338

The acquisition of this plant coupled with our Mascot by product and Midway Quarry operations will give the company a more completely integrated set up for the production and delivery of aggregates for concrete, masonry and asphaltic construction, and places your Company in position to supply most mixtures required for highway and street construction as well as for railway and industrial uses

In view of the expanded federal highway program as well as the Tennessee State highway program Knoxville is and will con



*Dredge digging and loading sand and gravel into barges for delivery to processing plant*

tinue to be a high tonnage consuming market We feel certain that the acquisition of this property will be a profitable one for the Company

Very truly yours,

President

BR000200738

## A REPORT ON



# American Zinc, Lead and Smelting Company

HOWARD I. YOUNG  
PRESIDENT

1515 PAUL BROWN BUILDING  
818 OLIVE STREET  
ST. LOUIS 1 MISSOURI

January 8 1958

## Stockholders of

American Zinc Lead and Smelting Company

Your Company has organized a new wholly owned subsidiary the Knoxville Sand & Gravel Company which company has acquired subsequent to December 31 1957 the physical properties of the Knoxville Sand & Gravel Material Company of Knoxville Tennessee. Concurrently with this acquisition the properties acquired have been leased to the American Limestone Company which is also a wholly owned subsidiary who will operate them as the Knoxville Sand & Gravel Division.

This plant is located in downtown Knoxville on valuable Tennessee River front property with excellent facilities for truck railroad and river transportation.

The raw materials processed in this plant are a mixture of river sand and gravel excavated from the Tennessee rivers. The physical properties consist of two heavy duty dredges two very excellent tow boats (diesel electric driven) an auxiliary paddle wheel tow boat that can be converted to screw type a sand dredge for recovering masonry and asphaltic sand together with auxiliary barge for dewatering and classifying and a number of barges for conveying of both sand and gravel from the point of excavation to the processing plant in Knoxville.

The plant consists of modern and well maintained offices garages shops and facilities for unloading river barges a complete crushing and screening plant and storage facilities for the manu-

*Cover Plant located on Loudon Lake (Tennessee River) at Knoxville showing unloading crushing screening and ready mix units also office garage shop buildings and finished product storage*

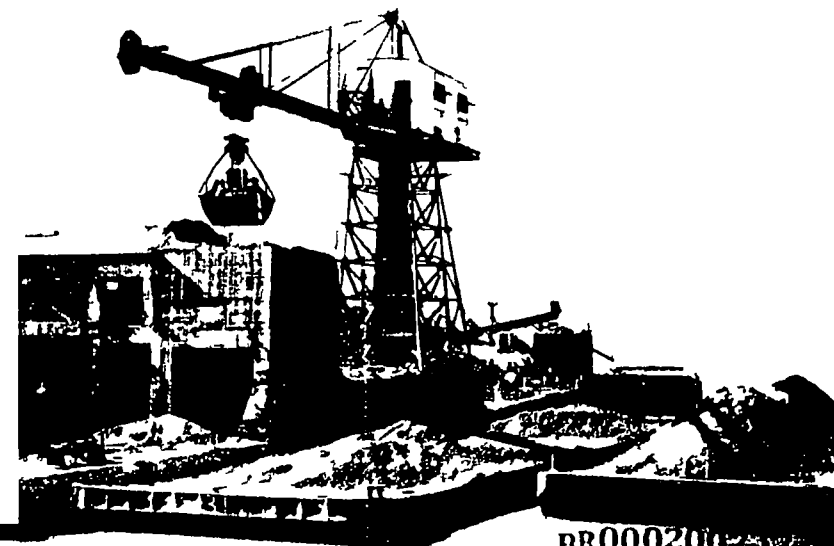
facture and handling of its principal products which are sand and gravel for concrete aggregates masonry sand and special sand for asphaltic work.

Adjacent to and as part of this processing plant there is a complete ready mixed concrete batching plant with eleven operating ready mix concrete trucks.

Permits have been secured for dredging sand and gravel materials over seventy two (72) miles on the Tennessee River, plus approximately thirty (30) miles on each of its three tributary streams the Holston French Broad and Little Tennessee a total of one hundred sixty two (162) miles.

The dredges tow boats processing plant and loading facilities are capable of producing 350 000 to 400 000 tons annually. The production can be expanded or supplemented by our Mascot by product and Midway Quarry operations, when surges of construction projects require additional materials.

*Unloading barges at Knoxville processing plant*



BR000200736

BR000200736

41242W

# American Zinc, Lead and Smelting Company

HOWARD I YOUNG  
PRESIDENT

1800 PAUL BROWN BUILDING  
SAINT LOUIS 1 MISSOURI

September 21, 1957

Mr George Brown  
Brown-Root Incorporated  
Post Office Box 3  
Houston, Texas

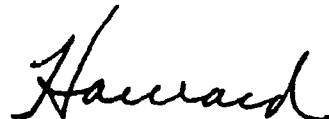
Dear George

Upon my return here from the East I received a copy of the arbitrator's findings in connection with the controversy between our companies. We are pleased to know that after considering all evidence, the arbitrator decided that the manner in which our officers and staff handled the transactions in our Joint Venture was correct

I am hopeful that you and Herman feel the same as I-- that regardless of this decision, it has absolutely no effect whatsoever on the fine, personal relationship that has existed since I first had the pleasure of meeting you some years ago. I am hopeful that we or you may again find some thing in the future where we can join hands and that the financial results of our next venture will be better than those we experienced at the Quick Seven

With best personal regards,

Sincerely yours,



HIY LJ

BR000200739

August 1, 1954  
File 1344-7

Mr. Ben H. Powell, Jr.  
Powell, Wirts, Rankin & McGinnis  
Brown Building  
P. O. Box 63  
Austin, Texas

Dear Mr. Powell:

On June 24 we mailed you a statement showing the value of zinc concentrates produced from the Richardson property valued under the provisions set forth in the Joint Venture Agreement. An error was made in computing the value which was not discovered in originally rechecking the calculations. The treatment charge variation on the market decline from 15 cents was added instead of being subtracted. This had the effect of understating the value of the concentrates.

We are attaching hereto a statement reflecting the correct computation of value and it will be noted that the value of concentrates produced from the Richardson lease is \$561,030.77 instead of \$439,066.11 as was shown on the original statement. These values are as of February 28, 1954.

Very truly yours,

ORIGINAL SIGNED BY G. V. BURNS

Asst. Secretary & Asst. Treasurer

CVB:mhf

cc: Mr. H. I. Young  
Mr. Paul H. Bradley  
Mr. J. J. Inman  
Mr. Ben H. Powell, Jr. ✓  
Attorney at Law  
c/o Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

BR000200801



AMERICA L. C. L. A. D. A. J. A. L. L. I. C. O. I. A.  
Q. I. C. L. S. I. C. L. E. A. D. M. T. M.

(NET TYPE)

BROWN AND ROOT, INC. - 50% PARTICIPATION - AMERICA L. C. L. A. D. A. J. A. L. L. I. C. O. I. A. - 50% PARTICIPATION  
ST. LOUIS 1, MISSOURI

COMPUTATION OF ZINC CONCENTRATE VALUE BASED ON SCHEDULE INCORPORATED IN JOINT VENTURE AGREEMENT APPLIED TO ACTUAL MARKET VALUE  
 OF PRIME WESTERN SLAB ZINC F.O.B. EAST ST. LOUIS WEEK OF SHIPMENT ALSO IS SHOWN DISTRIBUTION OF VALUE BETWEEN CONCENTRATES  
 PRODUCED FROM RICHARDSON LEASE AND FROM LOFTON LEASE (WEST PIT)

			Tons Dry Concentrates	Pounds Zinc Content	Pounds Payable Cadmium	Gross Value	Treatment Charge	Net	Cadmium Value	Total Value	Lofton Lease (West Pit)	Richardson Lease
1/4	October, 1952	1489	116 3850	112 911	273 45	\$ 15 821 75	\$ 5 847 42	\$ 9 974 33	\$ 252 94	\$ 10 227 27		\$ 10 227 27
1/4	November, 1952		438.3450	554 374	1 263.40	58 902 25	21 599 45	37 302 80	1 158 65	38 471 45		31 471 45
1/4	December, 1952	3818	327 7300	" "	366.72	41 867 39	16 607 76	25 259 63	339 22	25 598 85		25 598 85
	<b>TOTAL</b>		882 4600	1 093 054	1 903 57	\$ 116,591 39	\$ 44 054 63	\$ 72,536 76	\$ 1 760 81	\$ 74 277.57		\$ 74 277.57
1/3	January, 1953	6723	554 0000	673 251	611 77	\$ 71,037 93	\$ 27 931 03	\$ 43 106 90	\$ 565 89	\$ 43 572 79		\$ 43 672 79
1/3	February, 1953	9179	732 3000	717 912	1 466 30	88,988 87	35 550 40	53 438 47	1 356 33	54 794 80		54 794 80
-	March, 1953	6000	567 7600	719 722	1 061 18	67,385 35	26 501.69	40 883 66	581 59	41,465 25		41 465 25
-	April, 1953		755 0750	902,092	1 302.62	89 955 58	35 227.27	54,728 31	1 274 92	55,933 23		55 933 23
-	May, 1953		678 9850	840 177	659 84	79 117 50	31 472 65	47 644 85	610 35	48 255 20		48 255 20
-	June, 1953		722 3000	895 799	274 11	83 757.19	33 723 10	50 034 09	203 55	50 287 64		50 287 64
1/4	July, 1953	649	538 8400	659 935	751 87	61,622 69	25 926 15	35 696.54	505 48	36 392 02		35 392 02
1/4	August, 1953	46	826 3100	1 041 585	974 58	96,671 17	39 883 37	56 787 80	901 42	57 669 27		57 669 27
1/4	September, 1953	3500	564 3250	712 155	1 160.04	61,175 30	25 909 68	35 265 62	1 073 04	36 338 66	\$ 4 302 56	30 036 10
-	October, 1953		480 9550	616 606	909 45	52 411 50	22 418 03	29 993 47	841 24	30 834 71		30 834 71
1/4	November, 1953	3524	551 7550	704 887	1,830.40	59,915.40	25,005 54	34 909 86	1 693 12	35 602 98	22 475 06	14 127 32
1/4	December, 1953	6	603 5100	773 458	2 492 10	65,743 90	27 237 01	38 506 89	2 305 17	40 812 08	40 812 08	-
	<b>TOTAL</b>		7 576 2050	9 523 580	13 494 26	\$ 877,782 38	\$356 785 92	\$520 996 46	\$12 482 19	\$533 478 65	\$ 69 500 30	\$463 888 35
	<b>TOTAL 1952 AND 1953</b>		8,458 6650	10 616 634	15 397 83	\$ 994 373 77	\$400 440 55	\$603 533 22	\$14 243 00	\$ 7 776 2	\$ 69 500 30	\$533 105 92
- 1/4	January, 1954		514 8000	662 806	1 432 31	\$ 54,579 96	\$ 25 153 52	\$ 29 426 44	\$ 1 324 80	\$ 30 751 33	\$ 7 076 46	\$ 22 844 00
- 1/4	February, 1954	( 4 0 )	442 5950	574 505	1 626.75	45,590 77	27 738 71	24 851 97	1 221 06	26,772 05	26 772 05	-
	<b>TOTAL 2 MONTHS 1954</b>		957 3950	1 237 371	3 059 06	\$ 100 170 66	\$ 45 892.23	\$ 54 278 43	\$ 2 544 95	\$ 55 823 38	\$ 33,970 53	\$ 22 844 05
	<b>TOTAL TO FEBRUARY 28, 1954</b>		9,416 0600	11 851 005	18,456.89	\$1,094,544 43	\$445,732 78	\$647 811 65	\$16,787 95	\$664 509 60	\$103 560 00	\$501 030 77
	March, 1954		541 4500	690,432	1 623.74	\$ 57,965.50	\$ 25,149.07	\$ 32 816 43	\$ 1 217 81	\$ 34,034.24	\$ 34 034.24	-
	April, 1954		397 6950	498,430	1,249.69	43,425 77	18,766 43	24,659 34	937 27	25 596 61	25,596 61	-
	May, 1954		185 6000	241 597	620 84	21,117 52	8 784.14	12,333 38	465 63	12 799 01	5 522 99	7,276.02
	June, 1954		.4350	563	1.04	52.69	21 45	31 24	78	32 02		32 02
	<b>TOTAL 6 MONTHS 1954</b>		2,082.5750	2 676,393	6,554.37	\$ 222 732.14	\$ 98,613 32	\$124,118 82	\$ 5,166 44	\$129 285.26	\$ 99,132 37	\$ 30,152 89
	<b>GRAND TOTAL OCTOBER, 1952 TO JUNE 30, 1954</b>		10,541 2400	13,293 027	21,952.20	\$1 217 105 91	\$499,453 87	\$717 652 04	\$19,409 44	\$737,061 48	\$168 722 67	\$568 338 81

368.53  
355.052  
13 47

BR000200802 119 4  
278 019 75  
9

# Reliable Zinc Oxides for every Paint Requirement

## CO-FUMED

**AZO-35 L** is a 35% leaded zinc oxide. It has very low oil absorption and round particle shape and is practically free from colloidal fines. Easy mixing and grinding. Assures durability and high gloss in exterior paints.

**AZO 50 L** is a 50% leaded zinc oxide possessing the same qualities as AZO-35 L.

## BLENDED

**AZO 35 M** is a blend of 35% leaded zinc oxide with non-circular type particles. It produces medium consistency paint possessing excellent weathering properties.

## LEAD-FREE

**AZO ZZZ 11** is an American Process, lead free zinc oxide having medium oil absorption, circular particle shape and is totally free from colloidal fines. Has good white color and imparts exceptional weathering qualities to exterior paints.

**AZO ZZZ 22** is similar to AZO ZZZ 11 except for its high oil absorption and its larger angular particles which give heavy body.

**AZO ZZZ 33** is low oil absorption, is a definitely circular type non-oxidizing, chemically identical with AZO ZZZ 11 and AZO ZZZ 22 except for its low oil absorption.

**AZO ZZZ 55** is a round particle zinc oxide practically free of colloidal fines. High gloss and good weathering qualities.

## QUARTERLY REPORT

FOR PERIOD ENDING

*March 31, 1954*



American Zinc, Lead and Smelting Company

Paul Brown Building

St. Louis, Mo.

AMERICAN ZINC SALES COMPANY

also known as

AMERICAN ZINC LEAD & SMELTING COMPANY

COLUMBUS OHIO CHICAGO ST. LOUIS NEW YORK

BR000200810

Reproduction of recent advertisement

# AZO

BR000200807

# AMERICAN ZINC LEAD AND SMELTING COMPANY

Paul Brown Building St Louis 1 Mo

April 30 1954

To the Stockholders of

American Zinc Lead and Smelting Company

We submit herewith consolidated income account for the first quarter of 1954 in comparative form with the same period of 1953 also for the twelve months ending March 31 1954

Net earnings for the first quarter after all deductions were \$252 110 compared with \$448 519 during the same period of 1953 which is a decrease of \$196 409 or 44 per cent

Earnings on the common stock for the first quarter after allowing for the prior preferred dividend were 25 cents a share compared with 54 cents a share during the same period of 1953

Provision for estimated federal income taxes for the first quarter was \$253 000 compared with \$448 000 during the same period of 1953

Sales income for the first quarter were \$13 878 638 compared with \$11 during the same period of 1953 which is a decrease of \$2 946 209 or 18 per cent The average price of prime western slab zinc for the first quarter was 18 per cent below the average for the same period of 1953

Shipments of slab zinc zinc oxide and zinc by products for the first quarter ton were 10 per cent below the same period of 1953 Shipment ducts including quarry and stone by products were 4 per cent above the same period of 1953

During the quarter we further curtailed our production of slab zinc and zinc concentrates by closing down the metal division at Hillsboro and our Crossville Mine in Tennessee and reducing the take of conversion metal from other companies

A dividend of 25 cents a share on the common stock was declared February 16 1954 payable March 29 1954 A quarterly dividend of \$1 25 a share on the prior preferred stock was declared February 16 1954 payable May 1 1954

Respectfully submitted

HOWARD I YOUNG President

1954000000

# AMERICAN ZINC, LEAD AND SMELTING COMPANY

and

## WHOLLY OWNED SUBSIDIARY COMPANIES

### COMPARATIVE CONSOLIDATED STATEMENT OF INCOME FOR THE FIRST QUARTER OF YEARS 1954 AND 1953 AND FOR THE TWELVE (12) MONTHS ENDING MARCH 31 1954

	Three (3) Months Ending March 31 1954	Three (3) Months Ending March 31 1953	Twelve (12) Months Ending March 31 1954
Sales and other income	\$13 878 638	\$16 824 847	\$65 450 590
Costs and expenses			
Cost of sales and custom smelting before provision for depreciation and depletion	\$12 677 710	\$15 241 901	\$60 992 638
Administrative selling and other expenses	257 339	262 382	1 138 576
Interest expense net	23 479	19 045	109 744
	\$ 2 958 528	\$15 523 328	\$62 240 958
	\$ 920 110	\$ 1 301 519	\$ 3 209 632
Provision for depreciation and depletion	415 000	405 000	1 759 779
Profit before federal taxes on income	\$ 505 110	\$ 896 519	\$ 1 449 853
Provision for estimated federal taxes on income	253 000	448 000	550 000
Adjustment of federal income taxes for prior years	—	—	530 000
Net Income Transferred to Earned Surplus	\$ 252 110	\$ 448 519	\$ 1 429 853
Earnings per share of common after prior preferred dividend requirements	\$ 25	\$ 54	\$1 62
Red			

This statement of income has been prepared in accordance with the practice of the company with respect to interim statements and is subject to such adjustments as are ordinarily made at the end of the year when the accounts are finally audited

#### Number of Shares of Capital Stock Outstanding at March 31 1954

Prior Preferred	67 854
Common	673 504

1954000000

St L Ho 5 A 9  
Joplin 10 5

COMPANY - 50% PARTICIPATION

BR000201004

AMERICAN ZINC, LEAD & SMELTING COMPANY  
QUICK SEVEN ZINC-LEAD MINES  
(JOINT VENTURE)

BRONX AND MOOT, INC - 50% PARTICIPATION -- AMERICAN ZINC, LEAD & SMELTING COMPANY - 50% PARTICIPATION  
JOPLIN, MISSOURI

DETAILED OUTSIDE PROSPECTING

YEAR 1951 - YEAR 1954

	YEAR 1951	YEAR 1952	YEAR 1953	YEAR 1954		TOTAL
	AMOUNT	AMOUNT	AMOUNT	OUTSIDE	YEAR TO DATE	AMOUNT
<u>BARRETT LEASE (Barrett)</u> Sec. 1, Twp 29, R32 Contract Churn Drilling - Holes 3 - 17 Supervision and Engineering	645.75	4,231.45 883.61				4,877.20 883.61
TOTAL	645.75	5,115.06				5,760.81
<u>J. C. AMERICAN LEASE (American)</u> Sec. 1, Twp 29, R32 Contract Churn Drilling - Holes 1 - 10 Supervision and Engineering Legal Expense	290.50	2,934.75 539.04 17.25				3,225.25 539.04 17.25
TOTAL	290.50	3,491.04				3,781.54
<u>WARREN E. LOFTON LEASE (Cliffwood)</u> Sec. 1, Twp 29, R32 Contract Churn Drilling - Holes 1 - 106 Supervision and Engineering Assaying Legal Expense	1,050.00	31,478.71 5,000.16 1,211.50 3.20	4,612.72 803.16 20.00 76.00			37,141.43 5,823.32 1,300.75 79.20
TOTAL	1,117.25	37,715.57	5,511.48			44,344.70
<u>ERNEST M. RICHARDSON LEASE (Quick Seven)</u> Sec. 6, Twp 29, R32 Contract Churn Drilling - Holes 127 - 131 Supervision and Engineering	1,134.00	173.55 412.96				1,307.55 412.96
TOTAL	1,134.00	586.51				1,720.51
<u>CHRISTINE M. BAKER LEASE (Baker)</u> Frac. Prt. Secs 7-8-17-18, Twp 29, R32 Lease Rental		61.90	37.14			99.04
<u>RALPH E. ROBINSON LEASE (Robinson)</u> Sec. 7, Twp 29, R32 Contract Churn Drilling - Holes 1 - 2 Assaying Lease Rental		598.65 4.05 10.00	7.50			598.65 4.05 17.50
TOTAL		612.70	7.50			620.20
<b>TOTAL OUTSIDE PROSPECTING</b>	<b>3,187.50</b>	<b>47,582.78</b>	<b>5,556.52</b>			<b>56,326.80</b>

B7000200975

AMERICAN ZINC LEAD AND SILVER COMPANY  
 QUICK SEVEN ZINC LEAD MINES  
 (JOINT VENTURE)  
 BROWN AND ROOT INC. JOINT VENTURE - AMERICAN ZINC LEAD AND SILVER COMPANY - 50% PARTICIPATION  
 JOPLIN, MISSOURI

DETAILED OUTSIDE PROSPECTING

YEAR 1951 - YEAR 1954

	YEAR 1951	YEAR 1952	YEAR 1953	YEAR 1954	TOTAL
	AMOUNT	AMOUNT	AMOUNT	NOVEMBER YEAR TO DATE	
<u>BARBARA WEAVER LEASE (Little Mary)</u>					
Sec 1, Twp 29, R33					
Contract Churn Drilling - Holes 1 - 17	615 75	4 231 45			4 847 20
Supervision and Engineering		883 61			883 61
TOTAL	615 75	4 115 06			4 730 81
<u>J. C. AMMERMAN LEASE (Ammerman)</u>					
Sec 1, Twp 29, R32					
Contract Churn Drilling - Holes 1 - 10	290 50	2,934 75			3 225 25
Supervision and Engineering		539 04			539 04
Legal Expense		17 25			17 25
TOTAL	290 50	3 491 04			3 781 54
<u>WARREN E. LOFTON LEASE (Cliffwood)</u>					
Sec 1, Twp 29, R33					
Contract Churn Drilling - Holes 1 - 106	1 050 00	30,478 71	4,512 77		36 041 48
Supervision and Engineering		5,020 16	202 16		5 222 32
Assaying	67 25	1,213 50	20 00		1 300 75
Legal Expense		3 20	76 00		79 20
TOTAL	1 117 25	37,725 57	5 511 88		44 354 70
<u>ERNEST P. RICHARDS LEASE (Richards)</u>					
Sec 1, Twp 29, R32					
Contract Churn Drilling - Holes 127 - 131	1,134 00	175 55			1 309 55
Supervision and Engineering		412 96			412 96
TOTAL	1,134 00	588 51			1 722 51
<u>CHESTER M. BAKER LEASE (Baker)</u>					
Frac. Pnt. Secs 7 S-17 18, Twp 29, R32					
Lease Rental		61 90	37 14		99 04
<u>RALPH R. ROBINSON LEASE (Robinson)</u>					
Sec 7, Twp 29, R32					
Contract Churn Drilling - Holes 1 - 2		598 65			598 65
Assaying		4 05			4 05
Lease Rental		10 00	7 50		17 50
TOTAL		612 70	7 50		620 20
GRAND TOTAL OUTSIDE PROSPECTING	3,187 50	47,582 78	5,550 52		56 320 80

BR000200947

QUICK LEAD & SNEETING COMPANY  
(JOINT VENTURE)  
SEVEN ZINC-LEAD MINES  
JOPLIN, MISSOURI  
50% PARTICIPATION - AMERICAN ZINC, LEAD & SNEETING COMPANY - 50% PARTICIPATION

June 9, 1954

DETAILED OUTSIDE PROSPECTING

YEAR 1951 - YEAR 1954

	YEAR 1951	YEAR 1952	YEAR 1953	YEAR 1954	YEAR TO DATE	TOTAL
	AMOUNT	AMOUNT	AMOUNT			AMOUNT
<b>BARBARA WEAVER LEASES (Lease No. 2)</b>						
Sec. 1, Twp. 29, R32						
Contract Comm Drilling - Holes 3 - 17	645.75	4,231.45				4,877.20
Supervision and Engineering		883.61				883.61
<b>TOTAL</b>	645.75	5,115.06				5,760.81
<b>J. R. AMERICAN LEASES (Amesbury)</b>						
Sec. 1, Twp. 29, R32						
Contract Comm Drilling - Holes 1 - 10	290.50	2,934.75				3,225.25
Supervision and Engineering		539.04				539.04
Legal Expense		17.25				17.25
<b>TOTAL</b>	290.50	3,491.04				3,781.54
<b>WILLIAM E. LORTON LEASES (Gulfport)</b>						
Sec. 1, Twp. 29, R32						
Contract Comm Drilling - Holes 1 - 106	1,050.00	3,478.71	4,612.72			37,141.43
Supervision and Engineering	67.25	1,230.16	803.16			5,823.32
Legal Expense		3.20	76.00			1,300.75
<b>TOTAL</b>	1,117.25	37,785.57	5,511.88			44,344.70
<b>W. E. RICHARDSON LEASES (Gulfport)</b>						
Sec. 1, Twp. 29, R32						
Contract Comm Drilling - Holes 127-131	1,134.00	173.55				1,307.55
Supervision and Engineering		412.96				412.96
<b>TOTAL</b>	1,134.00	586.51				1,720.51
<b>W. E. BAKER LEASES (Baker)</b>						
Sec. 1, Twp. 29, R32						
Contract Comm Drilling - Holes 1 - 2						
Supervision and Engineering		598.65				598.65
Legal Expense		4.05				4.05
<b>TOTAL</b>		602.70	7.90			610.60
<b>GRAND TOTAL OUTSIDE PROSPECTING</b>	3,187.50	47,582.78	5,556.52			56,326.80

BR000200921

AMERICAN ZINC LEAD & SILVER COMPANY  
 QUICK SEVEN ZINC LEAD & SILVER COMPANY  
 (JOINT VENTURE)  
 BROWN AND ROOT, INC - 50% PARTICIPATION - AMERICAN ZINC LEAD & SILVER COMPANY - 50% PARTICIPATION  
 JOINT VENTURE

DETAILED OUTSIDE PROSPECTING

YEAR 1951 - YEAR 1954

	YEAR 1951	YEAR 1952	YEAR 1953	YEAR 1954	TOTAL
	AMOUNT	AMOUNT	AMOUNT	FEBRUARY YEAR TO DATE	AMOUNT
<b>BARBARA WEAVER LEASE: (Little Mary)</b> Sec. 1, Twp. 29, R33					
Contract Churn Drilling - Holes 3 - 17	645 75	4,231 45			4,877 20
Supervision and Engineering		883 61			883 61
<b>TOTAL</b>	645 75	5,115 06			5,760 81
<b>J. C. AMMERMAN LEASE: (Ammerman)</b> Sec. 1, Twp. 29, R33					
Contract Churn Drilling - Holes 1 - 10	290 50	2,934 75			3,225 25
Supervision and Engineering		539 04			539 04
Legal Expense		17 25			17 25
<b>TOTAL</b>	290 50	3,491 04			3,781 54
<b>WILSON E. LOFTON LEASE: (Cliffwood)</b> Sec. 1, Twp. 29, R33					
Contract Churn Drilling - Holes 1 - 106	1,050 00	31,478 71	4,612 72		37,141 43
Supervision and Engineering		5,020 16	803 16		5,823 32
Assaying	67 25	1,333 50	20 00		1,419 75
Legal Expense		3 20	76 00		79 20
<b>TOTAL</b>	1,117 25	37,715 57	5,511 88		41,344 70
<b>W. E. RICHARDSON LEASE: (Quick Seven)</b> Sec. 6, Twp. 29, R32					
Contract Churn Drilling - Holes 127-131	1,134 00	173 55			1,307 55
Supervision and Engineering		412 96			412 96
<b>TOTAL</b>	1,134 00	586 51			1,720 51
<b>WALTER M. BAKER LEASE: (Baker)</b> Pres. Pkt. Secs. 7-8-17-18, Twp. 29, R32					
Lease Rental		61 90	37 14	12 38	111 42
<b>RALPH E. ROBINSON LEASE: (Robinson)</b> Sec. 7, Twp. 29, R32					
Contract Churn Drilling - Holes 1 - 2		598 65			598 65
Assaying		4 05			4 05
Lease Rental		10 00	7 50	5 00	22 50
<b>TOTAL</b>		612 70	7 50	5 00	625 20
<b>TOTAL OUTSIDE PROSPECTING</b>	3,187 50	47,582 78	5,556 52	17 38	56,344 18

BR000200899



AMERICAN ZINC, LEAD & SMELTING COMPANY  
QUICK SEVEN ZINC-LEAD MINES  
(JOINT VENTURE)  
BROWN AND ROOT, INC. - 50% PARTICIPATION - AMERICAN ZINC, LEAD & SMELTING COMPANY - 50% PARTICIPATION  
JOPLIN, MISSOURI  
DETAILED OUTSIDE PROSPECTING

	YEAR 1951 - YEAR 1954				YEAR 1953	YEAR 1954		TOTAL
	YEAR 1951	YEAR 1952	YEAR 1953	YEAR 1954	AMOUNT	JANUARY	YEAR TO DATE	AMOUNT
AMERICAN LEASER (American) Sec. 1, Twp. 29, R32 Contract Churn Drilling - Holes 1 - 17 Supervision and Engineering	645 75	4,231 45 883 61						4,877 20 883 61
TOTAL	645 75	5,115 06						5,760 81
J. O. AMERICAN LEASER (American) Sec. 1, Twp. 29, R32 Contract Churn Drilling - Holes 1 - 10 Supervision and Engineering Legal Expense	290 50	2,934 75 539 04 17 25						3,225 25 539 04 17 25
TOTAL	290 50	3,491 04						3,781 54
WARREN E. LOFTON LEASER (Cliffwood) Sec. 1, Twp. 29, R32 Contract Churn Drilling - Holes 1 - 106 Supervision and Engineering Legal Expense	1,050 00 67 25	31,478 71 1,800 16 1,233 50 3 30	4,612 72 805 16 20 00 76 00					37,111 43 5,823 32 1,300 75 79 50
TOTAL	1,117 25	33,715 57	5,511 88					44,344 70
W. M. RICHARDSON LEASER (Quick Seven) Sec. 6, Twp. 29, R32 Contract Churn Drilling - Holes 127-131 Supervision and Engineering	1,134 00	173 55 412 96						1,307 55 412 96
TOTAL	1,134 00	586 51						1,720 51
ROBERT B. RICHARDSON LEASER (Baker) Sec. 7, Twp. 29, R32 Contract Churn Drilling - Holes 1 - 2 Legal Expense		61 50	37 14					98 64
TOTAL		598 65 4 05 10 00	7 50					598 65 4 05 17 50
TOTAL		612 70	7 50					620 20
TOTAL OUTSIDE PROSPECTING	3,187 50	47,882 78	5,556 52					54,336 80

BROOK



BRASS' meant **THIS**  
in Civil War days

Enlisted men didn't call their officers 'brass' in Lincoln's day. Yet, they might well have judging from the long rows of brass buttons decorating the coat of the General accompanying Lincoln on the Antietam battlefield.

During the early 1800's metal buttons provided the first big use for brass in the United States. Buttons remained a big outlet for brass through the Civil War period but the industry was beginning to expand. New types of brass were developed with a wide range of properties to meet the exacting requirements of fabricators.

Thousands of tons of zinc are used in making brass in a normal peacetime year and the requirements multiply rapidly when the nation mobilizes for war.

Brass pipe tubing and hardware are widely used in the construction field. Large quantities of brass are consumed by the

automotive industry for radiators and other parts of motor cars. Countless brass screws, nuts, bolts, nails, tacks and similar items are used in factory, farm and home. A few of the many other widely varied applications for brass are telephone and telegraph equipment, costume jewelry, radio and television receivers, cartridge cases, compacts, precision control instruments, clock and watch parts, marine and mill equipment, decorative trim and fire place accessories.

Over the years brass due to its unique and enduring properties has built a reputation as a quality alloy for quality products.

Today, as in the  
modern world



*This is Number 6 in a series of folders highlighting the principal uses for ZINC—the metal which has served you well in the past and which will play an even bigger role in your future.*

BR000200812

BR000200813

## BRASS

There are many types of brass with varying proportions of zinc and copper. While the composition of brass may range from 5 per cent zinc and 95 per cent copper to 50 per cent zinc and 50 per cent copper, the average brass contains about 30 per cent zinc and 70 per cent copper. Other special purpose brasses contain small amounts of lead, tin, aluminum, iron or manganese in addition to the zinc and copper.

### **zinc** METAL PLAYS A VITAL ROLE

**Galvanizing** (zinc coating)—It provides the best protective coating for rust proofing iron and steel.

**Brass** (an alloy of copper and zinc)—It imparts strength, hardness and the desired color.

**Die Casting**—It is the base metal most widely used in die casting strong, complex, accurate parts.

**Stampings, Drawn and Formed Products, Etc.**—Sheet and strip zinc is easily formed and readily plated or painted with suitable finishes.

**Galvanic Protection**—Zinc anodes provide the most economical cathodic protection for underground and underwater structures. They last longer.

### **zinc** PIGMENTS ARE ESSENTIAL

**Paint**—For durability, tint retention, hiding power, good gloss properties and controlled chalking.

**Rubber**—For chemical activation and reinforcement and for providing whiteness in white rubber products.

**And in Many Other Products** from A Abrasive Wheels to Z Zinc Sulphate, in which zinc pigments are used for a variety of reasons. A few of the best known of these products are Ceramics, Linoleum, Cosmetics and Pharmaceuticals.

**AMERICAN ZINC INSTITUTE, INC.**

60 EAST 42ND STREET, NEW YORK 17, N. Y.

AZI C M-34 Pnted n U S A

BR000200811

# zinc

**ITS CONTRIBUTION  
TO THE COMFORT  
AND ENJOYMENT  
OF MODERN LIVING**

**ZINC IN BRASS**

**NUMBER 6 OF A SERIES**

BR000200811



presented to

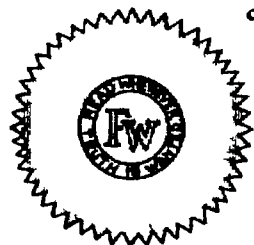
*American Zinc, Lead & Smelting Company*

For distinguished achievement in Annual Reporting for 6 consecutive years and in recognition of the excellence of its 1954 Annual Report to shareholders by the

**FINANCIAL WORLD**

*America's Pioneer Investment Weekly*

This citation certifies that the 1954 financial statement of the above company was judged as among the most modern from the standpoint of content, typography and format of the 5000 annual reports examined during 1955



June 29 1955

*Herb Quinther*  
Publisher

*Weston Smith*  
Executive Vice President  
Director Annual Survey

## QUARTERLY REPORT

FOR PERIOD ENDING

*June 30, 1955*



American Zinc Lead and Smelting Company

Paul Brown Building

St Louis Mo

The management is proud to have received the above recognition for the sixth consecutive year in the Financial World Annual Report Contest

BROU0200771

PR000200771

# AMERICAN ZINC LEAD AND SMELTING COMPANY

Paul Brown Building St Louis 1 Mo

July 29 1955

To the Stockholders of

American Zinc Lead and Smelting Company

We submit herewith consolidated income account for the second quarter of 1955 in comparative form with the same period of 1954 also for the twelve months ending June 30 1955

Following is a comparison of the second quarter and first half of the years 1955 and 1954

	SECOND QUARTER		FIRST HALF	
	1955	1954	1955	1954
Sales and Other Income	\$19 690 124	\$15 655 602	\$38 482 902	\$29 534 240
Net Earnings	\$ 568 540	\$ 574 083	\$ 1 077 285	\$ 826 193
Earnings per Share of Common After Prior Preferred Divi dend Requirements	\$ 72	\$ 73	\$ 1 35	\$ 98
Provision for Federal Income Tax	\$ 568 000	\$ 573 000	\$ 1 077 000	\$ 826 000

Sales of zinc products for the quarter and first half were substantially above the same periods of 1954 but sales of stone and mine by products were reduced for the first half

The total tonnage of all products shipped during the first half was 5 per cent below the same period of 1954

Demand for our zinc products remains at plant capacity and outlook for the last half of the year is encouraging

You were informed by special letter of our interest in the Uranium Reduction Company Construction of this plant has been started at Moab Utah

On July 1 we took over the Vinegar Hill Zinc Company's operations in the Wisconsin field and development of the new mines that have been proven will be started during the third quarter

First production will come from the Young Mine South Friends Station Tennessee this week and will be gradually increased so that by the end of October we expect to reach single shift capacity of 1 000 tons of ore per day

A cash dividend of 25 cents a share on the common stock was declared on May 13 1955 payable June 28 1955 A quarterly dividend of \$1 25 a share on the prior preferred stock was declared May 13 1955 payable August 1 1955 On June 21 1955 a stock dividend was declared on the common stock of one additional share of common stock for each four shares of common stock held payable on August 29 1955 to common stockholders of record at the close of business on August 1 1955

Respectfully submitted

HOWARD I YOUNG President

BR000200772

# AMERICAN ZINC, LEAD AND SMELTING COMPANY

and

WHOLLY OWNED SUBSIDIARY COMPANIES

## COMPARATIVE CONSOLIDATED STATEMENT OF INCOME FOR THE SECOND QUARTER OF YEARS 1955 AND 1954 AND FOR THE TWELVE (12) MONTHS ENDING JUNE 30 1955

	Three (3) Months Ending June 30 1955	Three (3) Months Ending June 30 1954	Twelve (12) Months Ending June 30 1955
Sales and other income	\$19 690 124	\$15 655 602	\$73 412 187
Costs and expenses			
Cost of sales and custom smelting before provision for depreciation and depletion	\$17 561 012	\$13 805 976	\$66 195 560
Reserve for pension expense	184 000	—	284 000
Reserve for estimated vacation and other expenses	—	—	220 000
Administrative selling and other expenses	310 004	274 194	1 236 651
Interest expense net	27 568	22 349	101 089
	\$18 082 584	\$14 102 519	\$68 037 300
	\$ 1 607 540	\$ 1 553 083	\$ 5 374 887
Provision for depreciation and depletion	471 000	406 000	1 641 631
Profit before federal taxes on income	\$ 1 136 540	\$ 1 147 083	\$ 3 733 256
Provision for estimated federal taxes on income	568 000	573 000	1 671 000
Net Income Transferred to Earned Surplus	\$ 568 540	\$ 574 083	\$ 2 062 256
Earnings per share of common after prior preferred dividend requirements	\$ 72	\$ 73	\$2 56

### Number of Shares of Capital Stock Outstanding at the Close of Each Period

Prior Preferred	67 814	67 854	67 814
Common	673 664	673 504	673 664

This statement of income has been prepared in accordance with the practice of the company with respect to interim statements and is subject to such adjustments as are ordinarily made at the end of the year when the accounts are finally audited

BR000200773

## CO-FUMED

**AZO 35 L** is a 35% leaded zinc oxide. It has very low oil absorption, round particle shape and is practically free from colloidal fines. Easy mixing and grinding. Assures durability and high gloss in exterior paints.

**AZO 50 L** is a 50% leaded zinc oxide possessing the same qualities as AZO-35 L.

## BLENDED

**AZO 35 M** is a blended 35% leaded zinc oxide with an acicular type particle. It produces medium consistency paints possessing excellent weathering properties.

## LEAD-FREE

**AZO ZZZ 11** is an American Process, lead-free zinc oxide having medium oil absorption, acicular particle shape and is relatively free from colloidal fines. Has good white color and imparts exceptional weathering qualities to exterior paints.

**AZO ZZZ 22** is similar to AZO ZZZ-11 except for its high oil absorption and its larger acicular particles which give heavy body.

**AZO-ZZZ 33** low oil absorption is a definitely acicular type zinc oxide chemically identical with AZO ZZZ 11 and AZO-ZZZ 22 except for its low oil absorption.

**AZO-ZZZ-55** is a round particle zinc oxide practically free of colloidal fines. High gloss and good weathering qualities.

# QUARTERLY REPORT

FOR PERIOD ENDED

*March 31, 1955*



American Zinc, Lead and Smelting Company

Paul Brown Building

St Louis Mo

PR000200767

# AZO

AMERICAN ZINC SALES COMPANY

distributors for

AMERICAN ZINC LEAD & SMELTING COMPANY

COLUMBUS OHIO CHICAGO ST LOUIS NEW YORK

PR000200770



RELIABLE ZINC OXIDES FOR  
EVERY PAINT REQUIREMENT

# AMERICAN ZINC LEAD AND SMELTING COMPANY

Paul Brown Building St Louis 1 Mo

April 30 1955

To the Stockholders of

American Zinc Lead and Smelting Company

We submit herewith consolidated income account for the first quarter of 1955 in comparative form with the same period of 1954 also for the twelve months ending March 31 1955

Net earnings for the first quarter after all deductions were \$508 745 compared with \$252 110 during the same period of 1954 which is an increase of \$256 635 or 102 per cent

Earnings on the common stock for the first quarter after allowing for the prior preferred dividend were 63 cents a share compared with 25 cents a share during the same period of 1954

Provision for estimated federal income taxes for the first quarter was \$509 000 compared with \$253 000 during the same period of 1954

Sales and other income for the first quarter were \$18 792 778 compared with \$13 878 638 during the same period of 1954 which is an increase of \$4 914 140 or 35 per cent The average price of prime western slab zinc for the first quarter was 20 per cent above the average for the same period of 1954

Shipments of slab zinc zinc oxide and zinc by products for the first quarter tonnage wise were 13 per cent above the same period of 1954

Shipments of stone by products from mines and quarries were substantially reduced during the quarter principally because of unfavorable weather conditions The decrease in shipments of these products was 27 per cent below the first quarter of last year

Demand for all zinc products is at an exceedingly good level and indications are that this condition will prevail over the remainder of the year unless there are serious curtailments in some of the consuming areas as a result of labor difficulties

We operated 10 diamond drills continuously on development in the West New Market Area during the quarter with encouraging results

Sinking of the Cox Shaft on the Southeast Jefferson City Tennessee Area and the installation of headframe hoists compressors shaft equipment and building at the Howard Shaft at South Friends Station have made satisfactory progress

A dividend of 25 cents a share on the common stock was declared March 3 1955 payable March 31 1955 A quarterly dividend of \$1 25 a share on the prior preferred stock was declared March 3 1955 payable May 2 1955

Respectfully submitted

HOWARD I YOUNG President

1955 04 27 18

# AMERICAN ZINC LEAD AND SMELTING COMPANY

and

## WHOLLY OWNED SUBSIDIARY COMPANIES

### COMPARATIVE CONSOLIDATED STATEMENT OF INCOME FOR THE FIRST QUARTER OF YEARS 1955 AND 1954 AND FOR THE TWELVE (12) MONTHS ENDING MARCH 31 1955

	Three (3) Months Ending March 31 1955	Three (3) Months Ending March 31 1954	Twelve (12) Months Ending March 31 1955
Sales and other income	\$18 792 778	\$13 878 638	\$69 377 665
Costs and expenses			
Cost of sales and custom smelting before provision for depreciation and depletion	\$16 986 321	\$12 677 710	\$62 540 524
Reserve for estimated vacation and other expenses	—	—	220 000
Administrative selling and other expenses	294 496	57 339	1 200 841
Interest expense net	29 216	23 479	95 870
	\$17 310 033	\$12 958 528	\$64 057 235
	\$ 1 482 745	\$ 920 110	\$ 5 320 430
Provision for depreciation and depletion	465 000	415 000	1 576 631
Profit before federal taxes on income	\$ 1 017 745	\$ 505 110	\$ 3 743 799
Provision for estimated federal taxes on income	509 000	53 000	1 676 000
Net Income Transferred to Earned Surplus	\$ 508 745	\$ 452 110	\$ 2 067 799
Earnings per share of common after prior preferred dividend requirements	\$ .63	\$ .50	\$2 57

This statement of income has been prepared in accordance with the practice of the company with respect to interim statements and is subject to such adjustments as are ordinarily made at the end of the year when the accounts are finally audited

### Number of Shares of Capital Stock Outstanding at March 31 1955

Prior Preferred	67 854
Common	673 504

88000200769

AMERICAN ZINC, LEAD AND SMELTING COMPANY  
and  
WHOLLY OWNED SUBSIDIARY COMPANIES

COMPARATIVE CONSOLIDATED STATEMENT OF INCOME FOR THE THIRD  
QUARTER OF YEARS 1954 AND 1953 AND FOR THE TWELVE (12) MONTHS  
ENDING SEPTEMBER 30 1954

	Three (3) Months Ending September 30 1954	Three (3) Months Ending September 30 1953	Twelve (12) Months Ending September 30 1954
Sales and other income	\$15 857 815	\$16 438 272	\$61 024 381
Costs and expenses			
Cost of sales and custom smelting before provision for depreciation and depletion	\$14 271 296	\$14 928 581	\$56 277 759
Administrative selling and other expenses	278 489	264 857	1 137 725
Interest expense net	20 428	26 825	89 212
	\$14 565 213	\$15 220 263	\$57 504 696
	\$ 1 292 602	\$ 1 218 009	\$ 3 519 685
Provision for depreciation and depletion	416 000	405 000	1 771 779
Profit before federal taxes on income	\$ 876 602	\$ 813 009	\$ 1 747 906
Provision for estimated federal taxes on income	438 000	406 000	698 000
Adjustment of federal income taxes for prior years	—	—	530 000
Net Income Transferred to Earned Surplus	\$ 438 602	\$ 407 009	\$ 1 579 906
Earnings per share of common after prior preferred dividend requirements	\$ 5.	\$ 48	\$1 84
Red			

This statement of income has been prepared in accordance with the practice of the company with respect to interim statements and is subject to such adjustments as are ordinarily made at the end of the year when the accounts are finally audited

Number of Shares of Capital Stock Outstanding at September 30 1954

Prior Preferred	67 854
Common	673 504

QUARTERLY REPORT

FOR PERIOD ENDED

*September 30, 1954*



American Zinc Lead and Smelting Company  
Paul Brown Building  
St Louis Mo



# AMERICAN ZINC LEAD AND SMELTING COMPANY

Paul Brown Building St Louis 1 Mo

November 8 1954

## To the Stockholders of

### American Zinc Lead and Smelting Company

We submit herewith consolidated income account for the third quarter of 1954 in comparative form with the same period of 1953 also for the twelve months ending September 30 1954

Net earnings for the third quarter of 1954 after all deductions were \$438 602 compared with \$407 009 during the same period of 1953 which is an increase of \$31 593 or 8 per cent

Earnings on the common stock for the third quarter of 1954 after allowing for the prior preferred dividend were 52 cents a share compared with 48 cents a share during the same period of 1953

Net earnings for the first nine months of 1954 after all deductions were \$1 264 795 compared with \$1 311 151 during the same period of 1953 which is a decrease of \$46 356 or 4 per cent

Earnings on the common stock for the first nine months of 1954 after allowing for prior preferred dividends were \$1 50 a share compared with \$1 57 a share during the same period of 1953

Provision for estimated federal income taxes for the third quarter of 1954 was \$438 000 compared with \$406 000 during the same period of 1953 For the first nine months of 1954 the provision was \$1 264 000 compared with \$1 311 000 during the same period of 1953

Sales and other income for the third quarter of 1954 were \$15 857 815 compared with \$16 438 272 during the same period of 1953 which is a decrease of \$580 457 or 4 per cent The average price of prime western slab zinc for the third quarter of 1954 was 4 per cent above the average for the same period of 1953

Sales and other income for the first nine months of 1954 were \$45 392 055 compared with \$52 764 473 during the same period of 1953 which is a decrease of \$7 372 418 or 14 per cent The average price of prime western slab zinc for the first nine months of 1954 was 7 per cent below the average for the same period of 1953

Our wholly owned subsidiary American Zinc Company of Tennessee has entered into an exploration contract with the United States Government (Defense Materials Exploration Administration) to share in the cost of exploring by drilling an area of approximately 7 700 acres which we have under option to purchase either the mineral right or the fee The area being drilled is located between our South Friends Station Mine and our Crasselli properties near New Market Tennessee The project will run for a period of two years and covers drilling of a total of approximately 450 000 feet The cost of exploration is to be shared equally between the Company and the Government If we are successful in discovering and bringing into production commercial minerals we are to repay the Government the full amount of its advance without interest on a sliding scale royalty basis not in excess of 5 per cent of the value of the production Repayment may extend over a period of 30 years We are now operating ten diamond drills in this area and results to date have been very encouraging

We have also started the sinking of a new shaft on our Southeast Jefferson City Tennessee area which will be completed and brought into production the early part of 1956 This shaft is located in an area where the proven ore is of substantially higher grade than that we are now mining

A dividend of 25 cents a share on the common stock was declared July 20 1954 payable September 27 1954 A quarterly dividend of \$1 25 a share on the prior preferred stock was declared July 20 1954 payable November 1 1954

Respectfully submitted

HOWARD I YOUNG

President

PR000200E 16

PR000200817

September 23, 1942

Mr. George A. Butler  
Mayflower Hotel  
Washington, D. C.

Dear Georges:

D'Arcy Cashin is writing you airmail today to see  
a Mr. Heikes on the War Production Board. He would like for  
him to state the policy of the government should we bring in a  
bona fide working zinc mining proposition with known reserve.  
We would like to know if the government is interested in more  
zinc as we are spending lots of money there now getting these  
leases together and engineering reports, etc.

Will see you the first of the week.

Regards, I am

Yours very truly,

---

George R. Brown

GRB:LME

BR000010477

September 23, 1942

Mr. D'Arcy M. Cashin  
Connor Hotel  
Joplin, Missouri

Dear Mr. Cashin:

At the request of Mr. George Brown, I am attaching herewith two copies of power of attorney in your favor executed by Mr. Brown. Mr. Brown asked that you please file one copy of the power of attorney with the Webb City Bank, Webb City, Missouri.

We trust this power of attorney is all right. If not, please advise.

Regards, I am

Yours very truly,

---

Leonora Elliott, Secretary to  
Mr. George R. Brown

LME  
Enc.

BR000010478

# BROWN & ROOT, INC.

## OFFICE MEMO

To:  
From:  
Subject:

Mr. George R. Brown  
Mr. Thomas O. Shelton, Jr.

Date: September 23, 1942

I am attaching herewith powers of attorney, in favor of Mr. Cashin, which are to be executed by you. In your letter transmitting these powers to Mr. Cashin, I would advise him to file one copy with the Webb City Bank.

Such a procedure will put them on notice and will enable them to have a copy of the matter, in the event that you subsequently revoke this power.

TOS:JS  
Encls

*Thomas O. Shelton, Jr.*  
Thomas O. Shelton, Jr.

BR000010479

March 27, 1943

Mr. D'Arcy M. Cashion  
Mayflower Hotel  
Washington, D. C.

Dear D'Arcy:

Enclosed are two powers of attorney in triplicate per your wire - Brown & Root, Inc. and myself.

I was talking to Mr. Brooks from New York who has some operations in Fisher, Oklahoma. He told me of a very fine man by the name of Johnson who had been with the Federal Zinc Company and would make us an excellent superintendent for our operation. He thought he would be available on account of either reorganization or retrenchment of this particular company. I could be wrong about the name "Johnson" but I know it was the Federal Zinc Company. Bill may be able to get a lead on him from that description.

If we take this older man you are speaking of, we certainly ought to have a younger man with enough energy and youth to put the drive into this operation.

I hope you can close this at a very early date, as you know, time is running against us.

Lots of luck. Let me hear from you.

Yours very truly,

---

George R. Brown

GRB:LME  
Enc.

BR000010369

608637

STATE OF TEXAS :  
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS THAT:

I, GEORGE R. BROWN, of Harris County, Texas, do hereby make, constitute and appoint, and by these presents do make, constitute and appoint D. M. Cashin my true and lawful attorney to perform all and every act and thing whatsoever requisite and necessary to be done for the furtherance of lead and zinc mining enterprises in and about the Webb City, Missouri, area, including but not limited to the negotiation for and execution of contracts, subcontracts, agreements, releases, receipts, and all other instruments of every nature and kind needed in the furtherance and performance of such mining enterprises, to do each and all of the foregoing in my name, place and stead for all intents and purposes as I might or could do in or concerning the premises, or any part thereof, as if the same were the act and deed of myself.

---

George R. Brown

STATE OF TEXAS :  
COUNTY OF HARRIS :

Before me, the undersigned authority, on this day personally appeared GEORGE R. BROWN, known to me to be the person who subscribed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given unto my hand and seal of office this 27th day of March, 1943,  
A.D.

---

Notary Public in and for Harris  
County, Texas

BR.C0001Q370

**BROWN & ROOT, INC.**

**Presents:** Herman Brown  
George R. Brown  
W. A. Woolsey

Upon motion duly made and carried, the following resolution was adopted:

There being no further business before the meeting, it adjourned.

/s/ **GEORGE R. BROTH**  
Vice-President

In testimony whereof I have hereto subscribed my name as Assistant Secretary and affixed the seal of Brown & Root, Inc., this 27th day of March, A.D., 1943.

**Carl Burkhardt, Jr.**  
**Assistant Secretary**

DL0000371

**CLASS OF SERVICE**

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

BY DIRECT WIRE FROM

**WESTERN  
UNION**

1223

**SYMBOLS**

DL=Day Letter

NT=Overnight Telegram

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

A. N. WILLIAMS  
PRESIDENTNEWCOMB CARLTON  
CHAIRMAN OF THE BOARDJ. C. WILLEVER  
FIRST VICE-PRESIDENT

MAR 27 1943

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

WUC34 31 WASHINGTON DC 27 1020A

GEORGE R BROWN=

MR J J WOLFE ATTORNEY METALS RESERVE COMPANY SUGGESTS THAT I  
BE GIVEN POWER OF ATTORNEY TO SIGN CONTRACT BY BOTH BROWN  
AND ROOT INCORPORATED AND ALSO GEORGE R BROWN INDIVIDUALLY=

D M CASHIN.

1026A

BR000010372



BROWN & ROOT INC  
HOUSTON TEXAS

February 20, 1943.

Mr. A. E. Kipps  
War Production Board, Zinc Branch  
Temporary R, Room-1614  
Washington, D. C.

Dear Mr. Kipps:

This is to place in your hands the information you requested in our conversation yesterday pertinent to the submittal of a complete Mining and Milling Project on Zinc Ores in the Webb City, Missouri, Area by Brown & Root, Inc.

The details of the information herewith submitted are contained in the reports of our consultants, Mr. William M. Stewart of the Stewart Engineering Company, Joplin, Missouri and Mr. Henry E. Aspoas of the Ore Reclamation Company, Picher, Oklahoma. Time makes it better to supply you with the basic figures and details derived from the above sources and the detailed analysis will be submitted if needed. This project has been submitted to you by the writer who is an Agent for Brown & Root, Inc., of Houston, Texas. The mining leases bear a 5% Royalty to the land owners and have been taken in the name of George R. Brown, an Executive Officer of Brown & Root, Inc. The operating personnel of our proposed organization will be selected from the Brown & Root, Inc. organization supplemented where necessary by the best available talent procurable.

Mr. William Stewart, has supplied me with the following basic figures as follows:

	<u>Total Area</u>	<u>North Area</u>
Developed Ores	19,192,000. Rock Tons	6,878,000. Rock Tons
Probable Ores	6,869,000. Rock Tons	1,392,000. Rock Tons
Possible Ores	10,488,000. Rock Tons	6,456,500. Rock Tons
TOTAL	36,549,000. Rock Tons	14,721,500. Rock Tons

The above estimate of reserves was prepared in collaboration with the Engineers of the U. S. Bureau of Mines. It is my understanding that a copy of the Bureau's report on this area has been tendered your department.

EF 000010403

To: Mr. A. E. Kipps, W.P.B.-Zinc Br.

From: Brown & Root, Inc.

-----

The above tonnage is estimated to have an analysis of 2.58% ZnS and .33 Pbs or a combined mineral assay of 2.91%. This, we consider, is a very conservative figure to use in our calculations.

Producing at a rate of 4,800 Rock tons per day, we arrive at a total Mining, Milling and Overhead cost of \$2.14 per ton of rock and this involves a total organization of 486 people. This provides a production of 1,684,800 Rock tons annually which calculates a production of 10.92 Rock tons per manshift.

Assuming the production of 3,000 Rock tons per day the total rock ton cost has been estimated to be \$2.19 and this employs 358 people, which in turn gives a production of 1,040,000 Rock tons annually, and a calculated production of 9.2 Rock tons per manshift.

Our consultant, Mr. Henry E. Aspoos, has prepared estimates from which we assume an 85% overall mill efficiency which will show 2.45% recovery of 60% Zinc and .55% recovery of 78% Lead. This then gives an annual concentrate production of 41,278 tons of Zinc Concentrates assaying 60% Zinc and 5,897 tons of Lead Concentrates assaying 78% Lead, based on 4,800 tons per day mill input. Assuming 3,000 tons per day mill input with the same efficiency and recovery we will produce 25,580 tons of Zinc Concentrates with an assay of 60% Zinc and 3,640 tons of Lead Concentrates assaying 78% Lead.

Assuming a 90% smelting efficiency factor, the amount of Zinc metal from the Concentrates we produce would be 22,290 tons annually from a 4,800 ton daily capacity plant. The Concentrate Value based on Joplin Market Settlements will be \$3,507,704.44 for the Zinc Concentrates and \$820,395.85 for the Lead Concentrates for this same 4,800 ton plant operation. Above figures based on a Zero quota.

For the 3,000 ton per day plant we estimate there will be produced annually 13,750 tons of Zinc metal. The Concentrate Value based on Joplin Market Settlements will be \$2,165,290.40 for the Zinc Concentrates and \$419,983.20 for the Lead Concentrates. Above figures based on Zero quota.

The Equipment requirements of the Mine, Surface and Mill Construction, Roads, Ponds, Transmission Lines, Installations, Engineering and Supervision; the total cost of the respective Projects are \$1,402,000 for the 4,800 ton per day plant and \$1,187,000 for the 3,000 ton per day plant.

B' 0000.0 104

To: A. E. Kipps, W.P.B. - Zinc Br.

From: Brown & Root, Inc.

-----

With the above respective cost data available, it is my intention, to leave the estimation of amortization cost per ton of Crude Ore to the principals involved in the final financial negotiations.

With very thorough care we have checked every available source for deliveries of critical materials and also the local labor situation; and conclude that it will require six months from date of approval of this Project to get into production.

We do not have a complete list of available used critical material from which to make selections. It is our determined plan to use as much used material as will fit the requirements. Until a decision is reached, as to which project is acceptable, it would be difficult to detail the requirements. Your source of information will, I am sure, bear out our findings that there is sufficient labor and housing facilities to satisfy our Project.

Should the data submitted be inadequate for your requirements, we will be glad to amplify same.

In brief our studies conclude that the selection of the 4,800 ton per day Plant has advantages over the 3,000 ton per day Plant here summarized:

	<u>3,000 Ton Per Day</u>	<u>4,800 Ton Per Day</u>
1. Tons Per Manshift (for entire operation)	9.2	10.92
2. Total Cost Per Ton per Day	$\frac{\$1,327,000}{3000} = \$4376$	$\frac{1,402,000}{4800} = \$292$
3. Connected H.P. Per Ton per Day	1.42	1.15
4. Total Men Employed in Concentrator	64	51
5. Cost Per Ton Per 24 Hours for Concentrator	\$144.50	\$104.50
6. K.W. Per Ton Per Hour for Concentrator	9.15	6.96

LI 606026105

To: A. E. Kipps, W.B.B.-Zinc Br.

From : Brown & Root, Inc.

-----  
The final pertinent factor is that the total amount of critical material used in the construction and equipping of the 4,800 Ton per Day Plant will not exceed the amount required for the 3,000 Ton per Day Plant. Therefore, the amount of critical material per ton of rock or metal produced will be less in the case of the 4,800 Ton per Day Plant.

For your information, my Staff will be available Sunday, February 21. You may reach us by telephone, Adams 5053 or Michigan 5161. Mr. Aspoas can be located at the Mayflower Hotel, Room 539-A.

Respectfully submitted,

BROWN & ROOT, INC.

By: \_\_\_\_\_  
W. Arcey Cashin, Agent.

EF C00010 406

**CLASS OF SERVICE**

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BY DIRECT WIRE FROM

**WESTERN  
UNION**

1223

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NT = Overnight Telegram
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

R. B. WHITE  
PRESIDENTNEWCOMB CARLTON  
CHAIRMAN OF THE BOARDJ. C. WILLEVER  
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

JOPLIN MISSOURI

Feb 15 1945

BROWN & ROOT INC  
HOUSTON TEXAS

STEWART HUBL CASHIN & HENRY ASPEAS, LATTER METALLURGICAL ENGINEER, I RETAINED FOR THIS TRIP. WILL LEAVE JOPLIN MONDAY NIGHT. ARRIVE WASHINGTON NOON WEDNESDAY WE ARE BRINGING ALL DATA AND PREPARED ANSWER ALL QUESTIONS. HOPE TO FINISH PROPOSITION THIS TRIP STOP CAN YOU ACCOMMODATE FOUR AT HOUSE, OR WILL YOU MAKE RESERVATIONS FOR US AT HOTEL CONVENIENT TO TEMPORARY BUILDING N. PLEASE ADVISE ME 1227 CREST DRIVE, JOPLIN STOP. NEW DEVELOPMENTS HAVE OCCURRED HERE FAVORABLE TO US. REGARDS.

The above wire received 8:50 AM AND D. W. CASHIN  
forwarded to Mr. George R. Brown, 2562 Massachusetts Ave., N. W., Washington, D C

BR000010407

**CLASS OF SERVICE**

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

R. B. WHITE  
PRESIDENT

NEWCOMB CARLTON  
CHAIRMAN OF THE BOARD

J. C. WILLEVEN  
FIRST VICE-PRESIDENT

BY DIRECT WIRE FROM

**WESTERN  
UNION**

1223

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JOPLIN MISSOURI

Feb 15 1945

BROWN & ROOT INC  
HOUSTON TEXAS

STEWART RUEL CASHIN & HENRY ASPEAS, LATTER METALLURGICAL ENGINEER, I RETAINED FOR THIS TRIP. WILL LEAVE JOPLIN MONDAY NIGHT. ARRIVE WASHINGTON NOON WEDNESDAY. WE ARE BRINGING ALL DATA AND PREPARED ANSWER ALL QUESTIONS. HOPE TO FINISH PROPOSITION THIS TRIP STOP. CAN YOU ACCOMMODATE FOUR AT HOUSE, OR WILL YOU MAKE RESERVATIONS FOR US AT HOTEL CONVENIENT TO TEMPORARY BUILDING B. PLEASE ADVISE WE 1227 CREST DRIVE, JOPLIN STOP. NEW DEVELOPMENTS HAVE OCCURRED HERE FAVORABLE TO US. REGARDS.

D. W. CASHIN

BR000010408

# CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

R. B. WHITE  
PRESIDENT

BY DIRECT WIRE FROM

# WESTERN UNION

1233

# SYMBOLS

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NLT = Cable Night Letter  
Ship Radiogram

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TELEPHONED IN FROM POSTAL TELEGRAPH TO JOY SHERIDAN 2:30 A.M. 2/15/43

FROM JOPLIN, MISSOURI

STEWART RUHL CASHIN & HENRY ASPEAS, LATTER METALURGICAL ENGINEER, I RETAINED FOR THIS TRIP. WILL LEAVE JOPLIN MONDAY NIGHT ARRIVE WASHINGTON NOON WEDNESDAY. WE ARE BRINGING ALL DATA AND PREPARED ANSWER ALL QUESTIONS. HOPE TO FINISH PROPOSITION THIS TRIP STOP CAN YOU ACCOMMODATE FOUR HOUSE, OR WILL YOU MAKE RESERVATIONS FOR US AT HOTEL CONVENIENT TO TEMPORARY BUILDING. PLEASE ADVISE ME 1227 CREST DRIVE, JOPLIN STOP. NEW DEVELOPMENTS HAVE OCCURRED HERE FAVORABLE TO US. REGARDS.

CASHIN

*Forward this msg to B.R. at  
Washington phone 1PT ask for D.R.*

BF C0C010409

STANDARD TIME INDICATED
RECEIVED AT <i>Pf</i>
<i>18</i>
TELEPHONE YOUR TELEGRAMS TO POSTAL TELEGRAPH



THIS IS A FULL RATE TELEGRAM, CABLEGRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH THE SECRETARY OF THE POSTAL TELEGRAPH COMPANY.

Form 15

1943 FEB 14 PM 3 35

LA315 WA234

N.KA185

K.JMA44(SIX) 81 DL

*ad 5053*

JOPLIN MO 14 1250PM

GEORGE R BROWN

2362 MASS AVE NW ( WASHINGTON DC)

*[Signature]*

To Be

STEWART, RUHL, CASHIN AND HENRY ASPEAS LATTER METALLURGICAL ENGINEER I RETAINED FOR THIS TRIP WILL LEAVE JOPLIN MONDAY NIGHT ARRIVE WASHINGTON NOON WEDNESDAY STOP WE ARE BRINGING ALL DATA AND PREPARED ANSWER ALL QUESTIONS HOPING TO FINISH PROPOSITION THIS TRIP STOP CAN YOU ACCOMODATE FOUR AT HOUSE OR WILL YOU MAKE RESERVATIONS FOR US AT HOTEL CONVENIENT TO TEMPORARY BLDG 4.

BR.CCCO10410



STANDARD TIME INDICATED
RECEIVED AT <i>Pf</i>
TELEPHONE YOUR TELEGRAMS TO POSTAL TELEGRAPH



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LA315/2 JOPLIN MO BROWN WASHN =

1943 FEB 14 PM 3 35

PLEASE ADVISE ME AT TWELVE TWENTY SEVEN CREST DRIVE JOPLIN  
STOP NEW DEVELOPMENTS HAVE OCCURED HERE FAVORABLE TO US REGARDS.  
D M CASHIN.

*Will call 4/30*

BT 000010411

*2a 4680*

STANDARD TIME INDICATED
RECEIVED AT
TELEPHONE YOUR TELEGRAM TO POSTAL TELEGRAPH



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LH98 W.CC391 C.KA477  
K.JMA155(TEN) 66 NL= JOPLIN MO 10  
GEORGE R BROWN=  
2362 MASS AVE NW( WASHINGTON DC)=

1943 FEB 10 PM 11 04

D2

WE WILL HAVE FLOW SHEET OF FORTY EIGHT HUNDRED TOMORROW MORNING  
AND WILL CHECK EQUIPMENT STOP SHOULD HAVE FLOW SHEET THREE  
THOUSAND SATURDAY MORNING STOP WILL TRY LEAVE HERE MONDAY NIGHT  
ARRIVING WASHINGTON WEDNESDAY AFTERNOON OR THURSDAY MORNING STOP  
MESSRS ROBERTS AND SPRACKLIN EMPIRE POWER EXECUTIVES WITH WHOM  
WE HAVE BEEN CONFERRING WILL BE IN WASHINGTON MAYFLOWER HOTEL

BL000010412

STANDARD TIME INDICATED
RECEIVED AT <b>(05)</b>
TELEPHONE YOUR TELEGRAM TO POSTAL TELEGRAPH



THIS IS A FULL RATE TELEGRAM CABLE-GRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES

1917 FEB 10 PM 11 04  
 LIT 4872 George R Brown Wash DC  
 HURSDAY ELEVENTH HAVE ASKED THEM TO ~~CONTACT~~ YOU REGARDS=  
 D M CASHIN.

BR000010413

*Cashier*

**INVENTORY OF QUARRYING, CRUSHING, & MINING EQUIPMENT**

**January 26, 1943**

1	500 Cu. Ft. Stationary electrically driven Air Compressor
1	500 Cu. Ft. Stationary steam driven Air Compressor
1	500 Cu. Ft. Stationary steam driven Air Compressor
20	Portable Air Compressors, gasoline and diesel driven ranging in sizes from 105 Cu. Ft. to 315 Cu. Ft.
5	Wagon drills with adequate steel
50	Rock Drills
2	No. 6 Tolomith gyratory crushers
1	No. 3 Allis Chalmers gyratory crusher
2	Complete Roll crushing plants, including crushers, screens and conveyors
5	3 Cu. Yd. side dump mine dump cars
1	150 ton aggregate bin
1	Dorr Classifier, 8' x 21' x 6", Multiscone with S. V. 2855 with drive unit
1	Dorr Classifier, 8' x 25' x 6", Heavy duty Multiscone # US 2854 with drive unit
1516	Troughing and return rollers with brackets, head and tail pulleys and power for conveying
2	No. 6 Sullivan diamond drills
	Sufficient draglines, shovels and pumps
1	Standard Governor Slackline cableway - 1 1/2 Cu. Yd, with 90 ft. steel mast, two drum two speed, 440/220 Volt Lincoln electric hoist

DI C00010424

INVENTORY OF QUARRYING, CRUSHING, & MINING EQUIPMENT

January 26, 1943

1	500 Cu. Ft. Stationary electrically driven Air Compressor
1	500 Cu. Ft. Stationary steam driven Air Compressor
1	300 Cu. Ft. Stationary steam driven Air Compressor
20	Portable Air Compressors, gasoline and diesel driven ranging in sizes from 105 Cu. Ft. to 315 Cu. Ft.
3	Wagon drills with adequate steel
50	Rock Drills
2	No. 6 Telamith gyratory crushers
1	No. 8 Allis Chalmers gyratory crusher
2	Complete Roll crushing plants, including crushers, screens and conveyors
5	2 Cu. Yd. side dump mine dump cars
1	150 ton aggregate bin
1	Derr Classifier, 8' x 21' x 8", Multisieve with S. V. 2555 with drive unit
1	Derr Classifier, 6' x 25' x 6", Heavy duty Multisieve # US 2554 with drive unit
1316	Troughing and return rollers with brackets, head and tail pulleys and power for conveying
2	No. 6 Sullivan diamond drills
	Sufficient draglines, shovels and pumps
1	Standard Severnman Slackline cableway - 1 1/2 Cu. Yd, with 90 ft. steel mast, two drum two speed, 440/220 Volt Lincoln electric hoist

EL 000010415

~~STRAIGHT WIRE PAID~~

BV 2 29 =

W C PAGE =

ASSISTANT TO CHIEF OF ZINC PRODUCTION BRANCH =

WAR PRODUCTION BOARD =

Rm 1057 Temporary Building R =

WASHINGTON D C =

1-17-43  
JAN 18 1943

D'ARCY CASHIN AND WM. STEWART OUR ENGINEERS WILL ARRIVE WASHINGTON WEDNESDAY  
MORNING WITH COMPLETE REPORT ON WEBB CITY ZINC HOPE YOU WILL BE ABLE TO SEE  
THEM

GEORGE R BROWN

BR00C010416

# STATEMENT OF COMMISSIONS

on Full Rate Scales

By Agents

## H O Hoepfner

144 @ \$2 00	-	\$ 288 00 @ 10%	-	\$ 28 80	
83 @ 2 50	-	207 50 @ "	-	20 75	
22 @ 3 00	-	66 00 @ "	-	6 60	
6 @ 4 00	-	24 00 @ "	-	2 40	
				<u>58 55</u>	\$ 58 55

## Ernest Dewey

84 @ 1 50	-	126 00 @ 10%	-	12 60	
4 @ 2 00	-	8 00 @ "	-	80	
30 @ 2 50	-	75 00 @ "	-	8 50	
8 @ 3 00	-	24 00 @ "	-	2 40	
14 @ 4 00	-	56 00 @ "	-	5 60	
				<u>28 90</u>	28 90

## Hattie Krause

65 @ 1 50	-	97 50 @ 10%	-	9 75	
36 @ 2 00	-	72 00 @ "	-	7 20	
11 @ 2 50	-	27 50 @ "	-	2 75	
15 @ 3 00	-	45 00 @ "	-	4 50	
6 @ 4 00	-	24 00 @ "	-	2 40	
				<u>26 60</u>	26 60

## Mary Cowan

20 @ 1 50	-	30 00 @ 10%	-	3 00	
8 @ 2 00	-	16 00 @ "	-	1 60	
8 @ 2 50	-	20 00 @ "	-	2 00	
20 @ 3 00	-	60 00 @ "	-	6 00	
				<u>12 60</u>	12 60

ET 030010417

COMMISSIONS ON FULL RATES CONTINUED -- 2

Mr Laurie

44 @ \$1 50	-	\$ 68 00 @ 10%	-	\$ 6 60	
87 @ 2 00	-	174 00 @ "	-	17 40	
8 @ 2 50	-	20 00 @ "	-	2 00	
28 @ 3 00	-	84 00 @ "	-	8 40	
2 @ 4 00	-	8 00 @ "	-	80	
				<u>35 20</u>	\$ 35 20

Mr E P Russell

127 @ \$1 50	-	190 50 @ 10%	-	19 05	
121 @ \$2 00	-	242 00 @ "	-	24 20	
115 @ 2 50	-	287 80 @ "	-	28 75	
36 @ 3.00	-	108 00 @ "	-	10 80	
8 @ 4 00	-	32 00 @ "	-	3 20	
				<u>86 00</u>	
		Phone orders O K 'd by W E Thompson		<u>18 10</u>	
				104 10	104 10
					<u>\$265 95</u>

BL000010418



# STATEMENT OF COMMISSIONS

## On Group Out Sales

### December 25

20	-	\$3 30	for	\$2 30	@	20¢	\$ 4 00
76	-	\$2 75	for	\$1 65	@	14¢	\$10 64
387	-	\$2 20	for	\$1 20	@	10¢	\$38 70
							<hr/> \$53 34

### December 26 Matinee

158	-	\$2 75	for	\$1 65	@	14¢	\$22 12
22	-	\$2 20	for	\$1 20	@	10¢	\$ 2 20
							<hr/> \$24 32

### December 26 Evening

41	-	\$3 30	for	\$2 30	@	20¢	\$ 8 20
151	-	\$2 75	for	\$1 65	@	14¢	\$21 14
							<hr/> \$29.34

### December 27 Evening

108	-	\$2 75	for	\$1 65	@	14¢	\$15 12
56	-	\$3 30	for	\$2 30	@	20¢	\$11 20
30	-	\$3 30	for	\$1 80	@	15¢	\$ 4 50
							<hr/> \$30 82

\$137 82

BT 000016419

# STATEMENT OF COMMISSIONS

On Group Cut Rate Sales

## December 28th

29	-	\$3 30	for	\$2 30	@	20¢		\$ 5 80
254	-	\$2 75	for	\$1 65	@	14¢	.	35 56

## December 29th

175	-	\$2 75	for	\$1 65	@	14¢		\$24 50
-----	---	--------	-----	--------	---	-----	--	---------

## December 30th

11	-	\$3 30	for	\$2 30	@	20¢		\$ 2 20
341	-	\$2 75	for	\$1 65	@	14¢		47 74

## January 1st

5	-	\$3 30	for	\$2 30	@	20¢		\$ 1 00
119	-	\$2 75	for	\$1 65	@	14¢		\$16 66

## January 2nd Matinee

165	-	\$2 75	for	\$1 65	@	14¢		\$23 10
-----	---	--------	-----	--------	---	-----	--	---------

## January 2nd Evening

11	-	\$3 30	for	\$2 30	@	20¢		\$ 2 20
224	-	\$2 75	for	\$1 65	@	14¢		31 36

## January 3rd Matinee

162	-	\$2 75	for	\$1 65	@	14¢		\$22 68
-----	---	--------	-----	--------	---	-----	--	---------

## January 3rd Evening

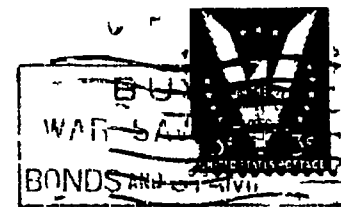
61	-	\$3 30	for	\$2 30	@	20¢		\$12 20
373	-	\$2 75	for	\$1 65	@	14¢		52 22

Total		\$277 22
-------	--	----------

DI C0C010450

Suite 618  
SEVEN So. DEARBORN ST  
Chicago Illinois

849-08



Mr George Brown

~~Cenae Hotel~~

~~Joplin, Missouri~~

*c/o Brown & Root Inc  
#4300 Calhoun Road  
Houston  
Texas*

EL.COCO.C-1

**CLASS OF SERVICE**

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BY DIRECT WIRE FROM

# WESTERN UNION

1223

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Ship Radiogram

A. N. WILLIAMS  
PRESIDENTNEWCOMB CARLTON  
CHAIRMAN OF THE BOARDJ. C. WILLEVER  
FIRST VICE-PRESIDENT

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**NIGHT LETTER**

JANUARY 11, 1943  
8:45 A M

TELEPHONED IN TO JOY SHERIDAN BY POSTAL TELEGRAPH: ( THEY WILL MAIL COPY )

MR GEORGE R. BROWN  
BROWN & ROOT, INC ,  
HOUSTON, TEXAS

BUREAU OF MINE OFFICIALS EXAMINED DATA SATURDAY AND SUNDAY AND THEIR REACTION  
FAVORABLE BUT DELAYED COMPLETION OF REPORT AND WE CONTEMPLATE LEAVING HERE  
WEDNESDAY NOON. REGARDS

D M CASHIN

BR000010422

STANDARD TIME INDICATED
RECEIVED AT
TELEPHONE YOUR TELEGRAMS TO POSTAL TELEGRAPH



THIS IS A FULL RATE TELEGRAM, CABLE-GRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

HO DA253 D KA255 K JMA121 26 NL (TEN)=JOPLIN MO 10  
 MR GEORGE R BROWN=  
 CARE BROWN AND ROOT INC 4300 CALHOUN ROAD (HOUSTON TEXAS)=

-BUREAU OF MINES OFFICIALS EXAMINED DATA SATURDAY AND SUNDAY AND  
 THEIR REACTION FAVORABLE BUT DELAYED COMPLETION OF REPORT AND WE  
 CONTEMPLATE LEAVING HERE WEDNESDAY NOON REGARDS=

D M CASHIN

43 JAN 10 PM 9 37

2 7/21

EF 000010423

NO BY 8421 J. J. Shender  
 Q. 15

January 4th, 1943

Brown-Root, Inc.

D. M. Cashin, Agent

Joplin, Missouri

**SUBJECT.**

Zinc and Lead Ore Reserves in the Central Drainage  
District of Jasper County, Missouri.

**BY.**

William M. Stewart, Registered Professional Mining  
Engineer in Missouri and Oklahoma, of over thirty years ex-  
perience in the Tri-State Zinc & Lead District and in direct  
contact with the mining operations in the sheet ground horizon  
in the Webb City Area from 1908 through 1919, and also familiar  
with the activities, both drainage and mining operations, from  
1919 to the present time. \*

**LOCATION.**

A mineralized area averaging 2 miles wide from  $3\frac{1}{2}$  miles  
Northwest of Webb City, Missouri, to  $3\frac{1}{2}$  Southeast of Webb  
City, containing 7,826. acres.

\* The drill hole analysis, the area analysis, the delineating  
of the developed and probable ore bodies and the figuring of  
tonnage was done in collaboration with Otto Ruhl, Engineer of  
the U. S. Bureau of Mines.

BR.CC.C010420

**LEASES: As of 1-1-43.**

Leases in hand @ 5% Royalty	5,540. acres
Leases in process of closing at 5% Royalty	740. acres
" " negotiation @ 5% Royalty	<u>370. acres</u>
<b>TOTAL</b>	<b>6,650. acres</b>

6,650. Acres is 85.% of Mineralized Zone Acreage.

5,540. " " 71.% " " " "

**MILL CAPACITY PROPOSED:**

10,000 Rock Tons per 24 hour day. Heavy-Media Separation Process. 3,500,000 Rock Tons per year, 350 day basis. 98,000. Concentrate Tons. 85,750 Tons Zinc Sulphide.

**ORE RESERVES. As of 1-1-43.**

Based on a 13.0 foot face and 2.5% Recovery. Sheet Ground Horizon.

Developed Ores	19,192,000. R.T.	537,400. C.T.
Probable Ores	6,869,000. R.T.	211,500. C.T.
Possible Ores	<u>10,468,000. R.T.</u>	<u>293,600. C.T.</u>
<b>TOTAL</b>	<b>36,549,000. R.T.</b>	<b>1,042,500. C.T.</b>

**1ST OPERATIONS**

Developed Ores	12,067,000. R.T.	338,400. C.T.
Probable Ores	1,985,000. R.T.	80,400. C.T.
Possible Ores	<u>5,018,000. R.T.</u>	<u>153,100. C.T.</u>
<b>TOTAL 1ST OPERATIONS</b>	<b>19,070,000. R.T.</b>	<b>571,900. C.T.</b>

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**LIFE:**

Developed Ores, Entire Drainage Area	5.5 years
Developed & Probable Ores, Entire Drainage Area	7.5 years
Developed, Probable & Possible Ores, Entire Drainage Area	10.5 years

**COSTS:**

Mining & Milling per Rock Ton = \$ 1.78

Mining & Milling per Concentrate Ton = \$63.56

In arriving at these costs a breakdown of every phase was studied in the light of today's mining and milling operations and contemplates mechanization whenever possible in mine and mill.

**PRICES AND VALUES:**

60% of Zinc Sulphide \$55.28 plus \$29.70 Bonus = \$ 84.98 per Ton

79% of Lead Sulphide \$75.54 plus \$41.80 Bonus = \$117.34 per Ton

Concentrate Price (Ration Concentrates 87.5% Zinc Sulphide 12.5% Lead Sulphide from 1915-1917 actual production, high face period) = \$89.02

\$ 4.45 = Royalty @ 5%

\$84.57 = Royalty deducted Concentrate Ton Value

\$ 2.37 = Royalty deducted Rock Ton Value

Remaining for Amortization, taxes, increased costs and profits  
\$21.00 per C.T.

Remaining for Amortization, taxes, increased costs and profits  
\$00.59 per R.T.

EF C0C016432



**HISTORY, RECOVERIES  
&  
BASIS OF ANALYSIS:**

From 1909 to 1919 some one hundred and forty-six mining Companies, in the Oronogo to Duenweg district and some 15 companies in the Joplin district, produced from the sheet ground horizon 53,655,600. Rock Tons of ore; 1,087,355 tons of Zinc Sulphide and 221,210 tons of Lead Sulphide; a total of 1,308,565 tons of concentrates from 1,420 acres; 17.4% of the outlined mineralized zone in the Central Drainage District; Developed and Probable areas in this report would amount to an additional 11.4% of the mineralized zone. An analysis of this production, having in mind the mill efficiency of the various periods, shows that the mineral content of the ores from an average face of 13. foot was 3.8%. The present day mill efficiency of from 80 to 85% would show a recovery from these ores of from 3.1% to 3.3%. I am of the opinion that our estimated recovery of 2.8% from a face of 13.0 feet in this same horizon is conservative. With a mill efficiency of 85%, a 13 foot face to recover 2.8% would contain a total of 5.15 inches of zinc and lead sulphides. Less than one half a foot of solid concentrates in the 13 feet.

Over a thousand drill holes in the mineralized zone were analyzed in delineating the developed and probable ore bodies shown on accompanying maps. Safety factors are noted in accompanying detailed analysis and were weighted in the light of available data and evidence. The possible tonnage set up

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is derived from the safety factor in the various blocks and does not include the additional possible tonnage in the remaining but unproven 5,600. acres of the outlined mineralized zone nor does it include any of the upper horizons which were productive in the past. A deeper horizon, the Reeds Spring, which has been mined in both the north and south parts of the zone offers very interesting possibilities in the intervening areas.

# GEOLOGY:

The Reserves as set out are in the Grand Falls Chert Member (Fowler's Beds N. O. P & O) of the Boone formation of Mississippian Age.

# CAPITAL INVESTMENT:

1st Period - Drainage Stage	\$220,000.00
2nd Period - Surface Equipment Stage	285,000.00
3rd Period - Mine Development Stage	680,000.00
4th Period - Surface Haulage Stage	40,000.00
5th Period - Milling Stage	<u>250,000.00</u>
	\$2,075,000.00
Working Capital	85,000.00
Drilling Exploration	10,000.00
Insurance Fund	<u>100,000.00</u>
	\$2,270,000.00

Does not include amortization and taxes. Rock Ton Cost Breakdown:

Breaking	\$0.703	Screening	\$	0.035	
Machine Loading	0.145	Surface Haulage		0.210	
Mine Haulage	0.055	Gen. Dewatering		0.025	
Hoisting	0.090	Exploration		0.020	
MINING	<u>\$0.993</u>	Milling		0.570	*1
		Overhead		<u>0.082</u>	
		Insurance		<u>0.015</u>	
Total Mining & Milling Cost	\$1.78 per R.T.			<u>0.787</u>	

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- Page 6 -

\*1 Distribution of 10,000 Rock Tons per day.

Zinc & Lead Concentrates	=	280 tons
1½ inch rock	-	6375 tons
3/16 inch rock	-	2345 "
35 mesh - slime	-	<u>1000</u> "
		10,000 tons

Respectfully submitted,

William M. Stewart

BI C06010435

D'ARCY M CASHIN  
708 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

December 23, 1942

Mr. George R. Brown  
Brown & Root, Incorporated  
P. O. Box 5  
Houston, Texas

Dear Mr. Brown:

Congratulations on the awarding of the "E" for excellence by the Navy to your shipbuilding plant! I trust that within a year an "E" will be awarded you here for the production of much needed lead and zinc for the armed forces.

I thought you might like to know that Otto Ruhl of the Bureau of Mines and Bill Stewart, our engineer, completed their computations this evening of the proven reserves underlying our holdings. Their estimate is that we should have at least 19,193,000 rock tons of 2.8% proven zinc ore from which should be extracted 537,400 tons of lead and zinc concentrates. The present price of concentrates of this character is \$85.00 per ton which places a dollar estimate on our proven reserves of \$45,000,000.00. These proven reserves have been figured with a safety factor varying from 15% to 60% so you can feel sure these figures are extremely safe.

The proven reserves, above mentioned, are of the sheet ground alone and do not include the known productive horizons in the shallow zone above the sheet ground or of the deeper horizon in the Reed Springs. The proven concentrates could all be produced from 400 acres of mineralized land.

Otto Rush and Bill Stewart will start estimating reserves of probable and possible ore tomorrow. These computations should be completed before you come up. I take it that this will be between Christmas Day and New Year's.

We are getting up our estimates of costs and expenditures and should have them in shape by the time of your arrival.

The American Cyanamid Company's representative was down here last Saturday and we went over our flow sheet with him in several conferences over the week-end. We obtained an estimate from him of including in our flow sheet the cost and changes necessary to introduce their heavy Media Separation Cone. We find by the addition of this Cone we can increase the 5,000 ton mill, which we had figured as a maximum, to a 10,000 ton capacity with very little change. This would give us at least 285 tons of concentrates per day, a marked increase over the other process with practically no addition in milling cost. I believe you will be interested in going over this data when you come up.

At the present time we have a flow sheet and mining costs developed on 5000 tons per day, 5000 tons per day and 10,000 tons per day so that we can give the authorities in Washington a choice of several different propositions. It is my belief that they will select the 10,000 ton proposition.

We have been working day and night and Sundays on this proposition and expect to work through Christmas. Please advise when we can expect you.

Very sincerely yours,

*D'Arcy M. Cashin*

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D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

December 17, 1942

Mr. George R Brown  
Brown & Root, Incorporated  
P. O. Box 3  
Houston, Texas

Dear Mr. Brown:

Since writing you last, I have had conferences here with two War Production Board representatives, two Reconstruction Finance Corporation men, two Bureau of Mines' men and the United States Employment Agency's manager

Mr. McMillan, Division Engineer for the Bureau of Mines, was over here this week trying to hurry his man, Otto Ruhl, who is preparing the report for the Bureau of Mines on this project. As you know, Otto Ruhl has been working with Bill Stewart and still is in the preparation of the data in Bill's office here.

McMillan tells me that he sent in a preliminary report the latter part of last August recommending that the government support the project and that Brown & Root be given every consideration. As he put it he "helped pave the way for us". He tells me that he stated in his report that he could see at that time four and a half million rock tons of ore in sight that should average 4% or better. He advised the government that they were justified in dewatering the area and erecting a central mill on this basis. As I told you before, McMillan is a difficult fellow to get next to but I feel now that he is working 100% with us. Mrs. Cashin and I have entertained them a good deal and it hasn't hurt that three of us are University of California alumni.

Stewart and Ruhl have finished estimating the ore reserves underlying the area from south of Oronogo to about even with the towns of Webb City and Cartersville. They figure that we have safely four and a half million rock tons of sheet ground ore that will mill out at least 2.8% concentrates. At present prices this would mean a gross return of in excess of \$8,000,000.00. As you know, this is only one-fourth of our area and it is my belief that we will show in excess of twelve million tons of 2.8% ore by the time we get down to the south end of the block near Dunaweg. Offhand, they estimate that we can figure on about \$880,000.00 a year net receipts after deducting mining, milling, transportation and ordinary overhead charges, which amount can be applied toward the amortization of our loan. This is based on what they are calling "proven" ore reserves at very conservative figures and approved by McMillan. They are also blocking out certain acreage in what is known as the "Reed Springs" horizon, which underlies the sheet ground, and to date they figure the ore blocked out in this horizon will produce in excess of 44,000 tons of concentrates. With four times the distance yet to go south along the trend, the figure I am pulling out of the air of twelve million tons is very conservative.

As a result of the above, there is very little doubt in my mind that this venture can be made a commercial success and that the government will agree to finance it

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**D'ARCY M CASHIN**  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Mr. Millan went with me over to the R. F. C. office and introduced me to Mr. A B Shaillet, the representative here. I went over the proposition with him although he was already familiar with it in a general way. He had heard of our activities in this area and it is my understanding that he has already sent in a preliminary report which he indicated was favorable. Mr. Shaillet told me that the proposition was too large for his office to handle and that we should take it up directly with Mr. Page in the War Production Board in Washington who, he said, was willing and anxious to consider the proposition. He indicated that one way we might handle this was to let the government take over the area and the project, advance the monies and, as he put it, subsidize it and we could apply net proceeds toward the reduction of the loan and then when and if the monies are repaid, we would have our leases and the plant for compensation for our efforts. In this way we would be protected in the event the war ended suddenly and the government would stand the loss, if any.

I believe when you come up here it will be well for you to have a conference with Mr. Shaillet as it may help you to form some idea as to the type of trade you want us to endeavor to put over. I believe Mr. Shaillet will be helpful.

In talking with Mr. Westervelt of the War Production Board, he also stated that he was favorable to the proposition. This, you already know as a result of the photostat of his letter to the W. P. B. enclosed in my last letter. By the way, did you receive it?

You already know I think that Mr. Pat Reynolds has been made the new representative of the W. P. B. in this area. He is one of the Reynolds brothers that own the Independent Gravel Company with whom we have a tentative contract for the sale of crushed rock and chats. I recently had a long talk with him. He has just returned from Washington and stated that in conversation with Mr. Heikes and Mr. Page, he found that they were strong for the development of the Webb City-Carterville area and were anxious to have us come into Washington as soon as possible. Mr. Reynolds gave me much other useful information that I will pass on to you when I see you.

Since writing you last, we have acquired additional acreage but there is still about a thousand acres that I want, some of which is in the process of closing. I hope to have this signed up before leaving for Washington.

The Missouri Pacific Railroad is to give me a definite figure on the surface transportation of ore to the mill this week.

We already have a figure on pumping from both the Pomona people and the Layne & Bowler Company with estimates of dates of delivery.

I have two tentative flow sheets of the mill one of which is completed and the other one, on which I am counting, should be completed by next Monday with detailed costs estimates.

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**D'ARCY M CASHIN**  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

I have a committment from the Empire District on electric power. They are to give me detailed costs this week.

I am to have a meeting with a representative of the American Cyanamid Company tomorrow. This man is flying down from Stanford, Connetcticut. He is to give me costs on the installation of the Differential Density Cone and also the royalty we would be required to pay if we installed same. As you know, in the 4800 ton flow mill sheet, I am having room left in the design for the Cone in the event we wish to use it. At this conference Saturday in addition to the American Cyanamid representative and myself there will be Mr. Henry, who is designing the mill for us, Otto Ruhl of the Bureau of Mines, and Bill Stewart.

We have tentatively selected a mill site on either the Missouri Zinc Field's land or the Connor property. This site is a little over a mile east of Webb City close to the main line of the Missouri Pacific railroad. On this site will be sufficient storage space for chats, a mill pond, a place for spurs in from the railroad and it will be centrally located insofar as our acreage is concerned. I have been told that I can buy the Missouri Zinc Field's land in fee, if we desire to purchase it, or if we prefer the Connor land, I believe I can purchase at least 160 acres of surface fee from the Connor Estate. As you know, we already have a mining lease on both these properties at the present time.

Bill Stewart seems to think that he and Otto Ruhl will finish their estimate of reserves by Christmas Day so if you can come up here between Christmas and New Year's, you can then obtain a picture of the entire project and advise me of your wishes in all matters pertaining to it. It is my belief that you should plan to stay at least two days here. You might fly up if you wish as the Joplin Airport is now completed and available for commercial planes.

While you are here, I would like you to go over all our data with me first, then go over the area in the field on the surface, meet Mr. Easley, the Reynolds brothers, and other prominent landowners. You can then have conferences with Mr. Shaillet of the R. F. C. and meet the Webb City Foundry executives who are instrumental in having our 4800 ton flow sheet designed. By then you will know the type of proposition you wish to have us submit in Washington. I hope you can go with us. If not, I assume you will have Mr. George Butler there. Mr. McMillan advises that he will have a report prepared which will probably be presented to the W. P. B. in advance of our visit. Upon the completion of your visit here, we can definitely set the time of our conference in Washington which should be possible right after the first of the year. Both McMillan and Mr. Shaillet of the R. F. C. suggest that I personally present the proposition in Washington and have Bill Stewart available in the city for consultation if needed.

If you will advise me what day after Christmas that you will be here, I will make hotel reservations for you

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D'ARCY M CASHIN  
708 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

This proposition has been pretty well drawn out as to time but when you see the amount of data that we have accumulated, you will realize why it has taken so long. I little dreamed that I would put so many months' time in on it at the begining but feel in the long run that it is well justified. I guess both of us have taken longer gambles.

The impression that I have gained from conversations with all the government men that I have talked to here is that the project is well worth the government's financing and that they should and, probably will, agree to it quickly after we submit our data to them. This is the first time that there has been a complete report made on this area.

I will be glad to hear from you at your earliest convenience.

Mrs. Cashin joins me in wishing you a very happy Christmas and a glad New Year. We both would like very much to go home for the holidays but feel that it is more important that we stay in close contact with this work until the data is ready to be presented to you and the completed report gotten in shape to take to Washington. Mrs. Cashin will do the final report for us as Bill Stewart has no permanent secretary at the present time.

Very sincerely yours

  
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D'Arcy M. Cashin

DMC/MRC

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**WILLIAM M STEWART ENGINEERING CO**  
**MINING AND CIVIL ENGINEERS**

33 YEAR EXPERIENCE IN THE STATE DISTRICT

222 WEST THIRD STREET  
PHONE 11

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JOPLIN MISSOURI

December 4, 1942

Mr. D'Arcy M. Cashin  
Connor Hotel  
Joplin, Missouri

Dear D'Arcy:

In accordance with your request that I give you a written statement of the time I think necessary to complete my report on the Webb City-Oronogo area, I wish to advise as follows:

This work has entailed the detailed analysis of over one thousand drill holes and the converting of the ore faces and formations shown, to sea level datum, the weighing of assays by footage and where assays are lacking (this is the case in most of the old records) careful study has been made of the character of the various formations shown in order to estimate the height of the face and expected recovery from past experience of actual mining operations in similar areas

A painstaking search has been undertaken to acquire all of the available data and maps used by former operators from the files not only of my office but from other engineers and mining companies of the Tri-State district.

The records acquired represent the expenditure of large sums of money and the derived information will not only expedite your operations but will result in a saving of time and money.

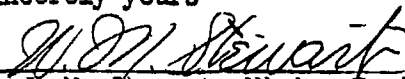
The reducing and mapping of this 20 square mile area to maps on a 200' equals 1 inch scale, the smallest workable scale for delineating ore bodies, has in itself been quite an undertaking.

The acquiring of all phases of cost data, both surface and underground, that is applicable to today's operations is a slow and difficult task but absolutely essential to this report

When we started this work, I had no idea that we would unearth all the records and data that we have but I am certainly agreeably surprised for I have long contended that we must have as much detailed and accurate information as possible in order to present the possibilities of this area to men and engineers who are not as familiar with this district as we are

As you know, I am in hopes of having this report ready for submission to Washington before Christmas but I cannot promise it as it is impossible to give you a definite date until the ore bodies have been delineated by Mr Ruhl and myself I can assure you that we have been expediting this work and will continue to do so as fast as is compatible with a thorough and accurate analysis of the information at hand.

Very sincerely yours

  
W. M. Stewart, Mining Engineer

WMS/mc

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Joplin, Missouri  
December 4, 1942

Dear Mr. Brown:

I wish to report that we now have in excess of 5,000 acres of leases approved and in the bank. We have the contracts out on about 1,600 acres which we hope will come in this coming week. The acreage we are now trying to get in is in smaller units and will naturally come in more slowly inasmuch as these landowners are scattered throughout the country. There are some difficult ones to whom I will have to make concessions in order to obtain their acreage but I am taking these in my stride. You can rest assured that no concessions will be made that will seriously impair our contract with the landowners.

There is an area in the vicinity of Duenweg (this is in the south part of our block) on which I can make a trade with the present owner of these leases for possibly a small overriding royalty and some other minor considerations. From our subsurface work, it appears this area is very interesting. I will not attempt to get this man's proposition, however, until I have the rest of the area fairly well completed and then any trade suggested will be subject to our approval. However, it may be that this will fit very well into our picture inasmuch as the Federal and others are now dewatering in this area and erecting mills

With reference to the above, I told you that I was attempting to make arrangements with the American Lead and Zinc Company through Mr Howard Young, or his assistants, to obtain access to their files and also to get a lease on a certain amount of acreage owned by them in the vicinity of Cartersville As you know, I was running up against some obstacles, especially after contacting Mr Westervelt,

REF ID: A660212

Consulting Engineer for the War Production Board. After pulling a lot of wires, Harry Easley has been able to contact some of the executives of the American Lead and Zinc Company and as a result, last week they turned over their files to us. We have unearthed a lot of data in the way of drill records, production data costs, etc that will be very helpful to us in presenting our case. Among other things, we found in the files a letter from Mr. Westervelt to the War Production Board with reference to the Webb City area, a photostatic copy of which is enclosed for your personal information. Mr. Westervelt, as you know, is a prominent Consulting Mining Engineer of New York City. I understand that he was directly in the employ of the American Lead and Zinc for many years and has done consulting work for them as well. He made an examination of the American Lead and Zinc properties here for the W. P. B. and recommended the Webb City-Carterville area to the War Production Board as an American Lead and Zinc Company operation.

With reference to the above, I do not know why Mr. Westervelt's recommendation was not carried out. We contacted the W. P. B. about the same time which may, or may not, have had some bearing. The American Lead and Zinc Company was also carrying on their large aluminum project in Arkansas for the W. P. B. and it is entirely possible that they figured they had their hands full. All of this, however, explains why they were reluctant to give us access to their data at that time and why Westervelt was "stand-offish" although his wife and Mrs. Cashin have become very good friends. Please keep the photostat of Mr. Westervelt's letter in your files as we are not supposed to display it.

In conference with the American Lead and Zinc officials here a few days ago, they told me they would recommend to St. Louis that we be given the leases on their land that is located in our block. They will have to await instructions from Mr. Young and this office has little or no authority.

The War Production Board and the Bureau of Mines are displaying great interest in our project. Sometime ago they contacted Otto Ruhl, the Bureau of Mines engineer here, and asked for data on the churn drilling costs, possibilities of getting power and dewatering costs. Ruhl told me that the Bureau of Mines was attempting to obtain an appropriation whereby they would do the churn drilling for us with no cost to us. They are in hopes this will go through. However Ruhl does not believe they could include the dewatering in their appropriation. Stewart and Ruhl got up an estimate here of the cost of pumping units and the time for delivery. However, the Pomona people from whom they got their figures could not give satisfactory delivery dates on the larger units. These were to have been three to five thousand gallon discharge requiring from 250 to 350 H. P. motors and these are extremely hard to get. The Pomona quoted a 28 week delivery. I told them this delivery date was impossible and that we would not consider the project on this basis. Through your office, therefore, I contacted the Layne and Bowler people. They had their man in Kansas City telephone me. We gave him an outline of our requirements. I had him break down the pumping units to not over 1500 gallons. As you know, these do not require over a 150 H. P. motor and are easier to get. Layne & Bowler quoted us a four week delivery on these units and our total cost will not be very much greater and the pumping system much more flexible. This seemed to satisfy the Bureau of Mines.

As to power, we have contacted the Empire District division of the Cities Service Company and they have stated, after investigation, that they can take care of us within a reasonable time by erecting a substation near Webb City.

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However, we will probably have to advance to them \$60,000.00 to cover the cost of this installation, the same to be deducted from our power bills. As you know, this power credit would not be used up during the dewatering period but naturally it would be consumed during the mining and milling stage. This, I think, answers the power question.

As I told you, I am having tentative flow sheets constructed for the mill by different engineers. I have just received the first one and it is based on a three thousand ton through put which does not allow for the use of a Cone. The estimated cost of this mill erected with hoppers and sampling plant is \$340,000.00. I am having a Webb City foundry prepare an estimate based on a 4800 ton through put. This also will not figure on the Gravity Cone but I will probably have the design so arranged that we can divert the stream through a Cone if we do desire. The chances are this mill will run somewhere close to \$500,000.00. In connection with this, a consulting engineer by the name of Henry is designing this mill for the Webb City foundry. He is one of the most prominent metallurgical engineers in this district and has been concerned one way or another in the construction of more than 75% of the mills in this district. I have a tentative arrangement with this man that in the event we go through with our project and construct a mill in this district, if you approve the idea, we can secure his services to supervise the construction of the mill for a retainer of \$500.00 a month during the construction period of the mill. Any future arrangement with him would be optional with us. Mr. Henry is indorsed not only by the Bureau of Mines' engineers but also by the executives of all the major companies in this district. I figure he will be a very good man for us to have if we build and operate a mill.

In making a study of surface transportation problems, at the present time we figure it will be a combination of railroad haulage and truck haulage. Of course the truck haulage is much more flexible than the railroad but the ton mile cost is higher when all charges are considered. The Missouri Pacific Railroad has a branch line going through this area. In the past they have had spurs running out to the various properties and while the steel has been torn up on practically all spurs, the road-bed is still intact in most instances.

I have contacted the Missouri Pacific freight agents here and outlined our problem to them and they are now in contact with the home office and will try and give us a tentative rate on haulage from the various field hoppers to the central mill, the thought being that they would supply the ore cars and the locomotive and crews and we would pay a certain ton mile cost for the haulage.

After studying the problem, it appears as though if we can get a reasonable rate from them, it would probably be to our advantage to put as much of our tonnage as possible over the railroad. The Missouri Pacific states that they would not make much money out of hauling this tonnage but they figure they would make it up on the hauling of the concentrates from the mill. Railroad steel is going to be a problem but I believe we can get around that in some way as we will probably not use over a sixty-five or seventy pound rail. Maybe Brown and Root have some extra rail we can use. I know that I sure want to get away from the truck haulage as much as possible for obvious reasons.

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We haven't definitely spotted the shafts from which we would start the first operations as yet and cannot do so until we have outlined our probable producing areas. This should be done in the coming week. Until this is done we cannot make estimates as to the amount of surface equipment necessary. However I will say this Our present "horseback estimate" of the monies necessary to dewater the properties, erect the mill and construct surface equipment, open shafts and prepare the underground for mining, in fact do everything necessary to actually start mining underground, will necessitate an expenditure of about a million and a half dollars. This would include truck haulage and mechanical loaders, that is, both dragline scrapers and shovels While this is based on considerable study, we are not prepared to give exact costs at the present time.

I am in hopes that through the exhaustive report that we are having prepared, that we can convince the War Production Board that the government should loan this entire sum, that is to say, approximately a million and a half dollars, this sum to be secured by the leases and equipment and we to take no personal liability.

I have several schemes in mind that might be advanced to the War Production Board for repayment of these monies. One, we might make a proposition that we will mine any and all ground that the government desires, that is to say, take as high a face as they wish which necessarily reduces our percentage of concentrates per ton of rock mined. In this way we would give them concentrates they would not get otherwise for the duration of the war at no cost to them except that they pay our actual operating expenses, overhead charges and royalty to the landowner and at the expiration of the war, they to turn over to us all mining and milling equipment which has been purchased and we to have title free of any lien. On this basis, I am assuming the duration of the war emergency at approximately eighteen to twenty-four months.

A second scheme would be that we either use selective mining, mine a lower face, increase our concentrate recovery, turn to the government all receipts over and above actual operating expense, this to include all overhead charges and royalty to the landowners. On this basis, we could possibly repay this loan in some time between one and a half and two years, depending upon the capacity of the mill and the character of the dirt mined or we could modify this to the extent of carrying an enlarged face, increase concentrate sales but it would also increase our various charges and still work out a repayment scheme along this line.

A third scheme would be that we mine a face whose height is to be set by the government, we to receive the gross receipts from the sale of concentrates and return to the government all bonus payments. There is good reason to believe under this scheme we would repay the loan by the end of the emergency, that is, within possibly two years' time.

The above are all haphazard thoughts upon my part but I am giving them to you asking that you give these matters some thought and probably we can arrive at some conclusion at our next meeting that will be acceptable to the War Production Board and ourselves.

DE 000010435

As I told you, Mr. McMillian of the Bureau of Mines, stated that it was his belief the War Production Board would advance the monies to build the mill if we could show three years operation of the mill. I will say that although at this time we do not have our reserves computed, I do not think we will have any trouble showing the reserves necessary to operate this length of time, it is my thought and I know yours, that just on this basis, we would not be willing to go into the project.

Right along you have been asking me how long it would take to complete the report Bill Stewart and Otto Ruhl of the Bureau of Mines are preparing and I have always relayed to you the answer Bill gave me. This time I had him write me a letter which is herewith enclosed. I won't guarantee his time but I have been riding them all so strongly that I do hope they will stay within his estimate this time. If they do, we will be ready for you to come up here before Christmas, go over the entire project and advise me as to the type of trade you wish to make and then Stewart and I can head for Washington either accompanied by Mr. Butler, or meet him there. Mr. Westervelt informs me that the departments in Washington are going to work through Christmas Day. I will make my plans fit yours. As soon as I have something definite on Bill's report, I will contact you. In the meantime I am staying on the job and letting all other business of mine go by the boards until this is done. There are several things I would like you to personally discuss here such as the Webb City foundry's estimate of the cost on mining and milling equipment.

Enclosed you will find an excerpt from the Joplin paper with reference to Pat Reynolds' appointment as W. P. B. representative for the Tri-State area. Pat is a brother of Ben and controls with him the Independent Gravel Company. He is wealthier and a darn sight finer man than his brother. He will be in a position to materially assist us in getting priorities and making purchases and I feel will cooperate in every way he can.

In closing let me congratulate you in putting over the Rincon purchase for Rice Institute. I trust they will be farsighted enough to put you on the Board of Regents. You are a worthy son of a worthy school.

With kindest personal regards, I am,

Very sincerely yours



---

Darcy M. Cashin

DMC/MRC

DT 000010446

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TELEPHONE YOUR TELEGRAMS TO POSTAL TELEGRAPH



THIS IS A FULL RATE TELEGRAM CABLE-GRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COM ANY S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

Form 14

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MR GEO R BROWN

DUPLICATE OF TELETYPE TELEPHONE

CARE BROWN AND ROOT INC 4300 CALHOUN ROAD (HOUSTON TEXAS)

HAVE FORTY EIGHT HUNDRED SEVENTY ONE ACRES SIGNED APPROVED AND  
IN BANK ALSO EXCESS TWELVE HUNDRED IN PROCESS ON MRS CASHINS  
RETURN HERE WEDNESDAY I WILL WRITE YOU IN DETAIL GIVING CERTAIN  
VERY INTERESTING DATA INCLUDING PHOTOSTAT OF IMPORTANT  
CONFIDENTIAL REPORT FAVORABLE TO OUR AREA REGARDS

D' ARCY M CASHIN

DI 000010447

47121  
J. C. 847A  
M. C.

Charge to the account of \_\_\_\_\_

CLASS OF SERVICE DES REG	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
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Patrons should check class of service desired otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

1206

A N WILLIAMS  
PRES DENT

NEWCOMB CARLTON  
CHAIRMAN OF THE BOARD

J C WILLEVER  
FIRST VICE PRES DENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram subject to the terms on back hereof which are hereby agreed to

8 45 AM

NIGHT LETTER FROM JOPLIN, MISSOURI - TELEPHONED IN TO JOY SHERIDAN

**WANT A REPLY?**  
"Answer by WESTERN UNION"  
or similar phrases may be  
included without charge

MR GEORGE R BROWN  
HOUSTON, TEXAS

HAVE 4,871 ACRES SIGNED APPROVED AND IN BANK ALSO EXCESS 1200 IN PROCESS  
ON MRS CASHIN'S RETURN HERE WEDNESDAY, I WILL WRITE YOU IN DETAIL, GIVING  
CERTAIN VERY INTERESTING DATA, INCLUDING PHOTOSTAT OF IMPORTANT CONFIDENTIAL  
REPORT, FAVORABLE TO OUR AREA REGARDS.

D'ARCY M CASHIN

BR 000010448



D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON, TEXAS

Joplin, Missouri  
October 3, 1942

Mr. George R. Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Dear Mr. Brown:

On Tuesday of this week, Mr. George Butler telephoned me from Houston that he had received a favorable reaction to our project from the War Production Board in conference with Mr. Page in Washington. Mr. Butler said that Mr. Page had stated that if our reserves were what we thought they were, when the final reports were made, the money could be found to develop same. Mr. Butler further advised that Mr. Page wanted us to work in close cooperation with the Bureau of Mines engineers here and any War Production Board men present in Joplin. Mr. Butler said that he had advised you of this and that you had told him to tell me to go ahead. Upon receipt of this advice I did the following:

I immediately told Bill Stewart to go ahead and make a complete report on the area. By the way, Otto Ruhl, Engineer for the Bureau of Mines who is thoroughly conversant with this area and is sold on its possibilities, is working in close cooperation with Bill in his office here. He has stated that he will adopt the same reserves in his report that he and Bill jointly work out. This is "right down our alley" because if the reserves are not there we do not want to touch it. If the reserves are there, however, Ruhl's separate report which goes directly to the War Production Board by coinciding with ours, should make it easy for us to obtain the necessary money in Washington according to Mr. Page's statement to Mr. Butler.

I sent out at once to secure churn drilling and production data. To date, I have secured complete logs on at least 500 churn drill holes in the area and considerable production data. All of this I am turning over to Ruhl and Stewart, together with various maps. This information is being transferred to their working sheets. I have instructed Stewart to have his organization construct a General Map of the area showing the property ownership, outline of the surveyed development to date, location of shafts, core holes, roads, pumping plants and all other pertinent data.

In addition to the above, I am having Mr. Stewart construct Detailed Maps, scaled 1 inch equals 200 feet, of the various properties. It will take about three detailed maps to cover the same area shown on the General Map. On this Detailed Map will be placed all pertinent data with reference to water levels, drainage, sea-level data on various ore

DI CCCC10407

horizons, drill hole data, etc. On these maps will be our reserves and all essential data. We are also tying in by survey, certain shafts and will have to run some levels, not many, to get elevations on some core holes and shafts that we do not already have. In the field in the meantime, we are checking up on all drainage so that we may obtain the best location for the various pumps, a tentative location for the central mill site, etc.

In obtaining data on various pumping units, I am securing the data from Guy Waring, operator of the open pit in Oronoga, who has been very helpful.

Mr. Butler suggested that I endeavor to obtain an option on the Eagle Pitcher "Bird Dog 2400 Ton Mill". I may do that this coming week. I have not wanted to contact Potter of the Eagle Pitcher, as he may not be cooperative, until after we have the major part of our leases signed up. I am making a trip the fore part of this coming week up into Kansas where there is a large mill owned by a coal company which has an estimated capacity of 5000 tons and also a gravity cone that would fit right into our picture if it can be obtained. Harry Easley thinks we can purchase it. Bill Stewart tells me, however, they are putting ore through it at the present time. I have instructed Harry Easley, who knows the owners very well, to contact them and get their reaction to the sale of this mill. He has promised to do this Monday or Tuesday. If the reaction is favorable, I will take Jack and Bill over there with me and we will inspect the plant. Then if I can get an option at a reasonable price, I will contact you and get your authorization to take an option on the property. At that time I can also obtain an expression from you as to how long the option should run. My guess is sixty days but I do not know if they would want to tie up their plant for that period of time. If I am not successful with reference to this mill, I will "take the bull by the horns" and go see George Potter of the Eagle Pitcher. Harry Easley will accompany me as he may be helpful. The Bureau of Mines men here have stated that they will help in every possible way to secure a mill provided this trade goes over.

I am staying in behind Harry Easley and through him, the rest of the landowners in getting their leases in the bank. I am trying to contact the major landowners myself and am leaving the small ones to Harry Easley because every time you see a small landowner he wants some modification to the contract and I find it better to stay in the background as a result.

One of the large landowners in this area is the Independent Gravel Company. Mr. Reynolds of this company wants to make a proposition to us with reference to all crushed rock and chats as one of his considerations for signing his lease. I have told him to make his proposition in writing and I will submit it to you. We can then give him a definite answer. I am not as familiar as you with rock and chat situations but I have an idea he is trying to drive a hard bargain. However we can discuss this situation when I come to Houston.

DI 000010463

I have paid all of my accounts to date and have checked out practically all your money from the Joplin National Bank in paying these bills. Yesterday I drew the first check on the Webb City Bank in paying Bill Stewart's bill up to October 1st. I have all the receipts Mr. Burkhardt asked for and will bring them with me when I come to Houston. By then I will have checked out the last of the money in the Joplin National Bank and will account for it to Mr. Burkhardt.

It is my hope to be in Houston Thursday or Friday of the coming week if by then I have everything flowing smoothly here so that I can get away for several days. At your convenience, I would like to have a conference with you and outline indetail all we are trying to do. I will leave my car up here and travel back by train. My "secretary" is leaving for home today as I will be in Springfield over Sunday checking up on a prospect McMillan of the Bureau of Mines mentioned. I doubt if it has much merit but we do not want to overlook any bets. I am taking along Carl Plumb, from Bill Stewart's office, who is familiar with the area. Mrs. Cashin and I entertained McMillan the other evening when he was over from Rolla and he seemed to appreciate it as he remarked that it was certainly the pleasantest evening he had ever spent in Joplin. I believe we made a friend of him which may not hurt down the line. He is a peculiar type and takes careful handling.

Until further advised, you may reach me here.

With kindest personal regards and best wishes, I am,

Very sincerely yours



D'Arcy M. Cashin

DMC/MC

DI 0000 0409



## JOPLIN MISSOURI

September 28, 1942

Mr. George R. Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

Dear Mr. Brown:

Enclosed please find copy of telegram that I sent Mr. George Butler to Washington last Thursday night and a copy of a letter that I am mailing him today.

I had a conference this morning with Otto Ruhl, Engineer for the Bureau of Mines. I found that he had an idea similar to his chief, McMillan. They both thought that the operator was going to make a lot of money out of this operation with the government taking all the chances. I thought they understood that the money the government advanced was to be repaid out of concentrate sales, if, as and when they were produced and sold from these properties and not otherwise. Apparently I was wrong for they thought we were asking for a straight grant which the government never would get back. When I explained it to him, as I am trying to explain it in this letter to Mr. Butler, Mr. Ruhl said "Oh! that is called a Loan, never a Grant" and his attitude changed completely and he said he would cooperate with us.

Mr. Ruhl is going to work here with Bill Stewart and get out his report to the W. P. B. simultaneously. He also told me that he was going to use Bill's reserves and that I could sit in on the preparation of the report which suits me down to the ground. In that way I feel that I can personally see that we get a fair break.

One reason that I would like to hear from Mr. Butler as soon as possible is that I have, as you know, to make certain expenditures in preparation of this report and in the assembling of these leases. I am trying to keep these charges to a minimum but they naturally amount to something. If we can secure a "go ahead" signal from Mr. Butler, I want to rush things along and make certain commitments.

BI C00010470



## JOPLIN MISSOURI

I am carrying on at least four operations simultaneously here, that is, having the leases signed, getting up abstract data, gathering data in the field on drill holes, mining operations, data on water, pumping, costs, etc as well as the preparation of the General Report on the area being prepared in Bill Stewart's office. Should Mr. Butler indicate that the government is not interested in going ahead, I want to stop these things immediately, pay up the accounts and go back to Houston.

In connection with the above, I cannot believe after talking to Bureau of Mines men here, the War Production Board representatives, bankers and others that the W. P. B. would be other than favorable to an undertaking of this sort if the proposition is properly presented to them in Washington. Now if you think I can help Mr. Butler at this time to present our proposition in Washington and expedite things, I am willing to go up there though I prefer staying here until the report is completed before I appear in the capacity of an engineer. I am willing to leave this, however, to your judgment. I believe that I am working here under auspicious circumstances as I have been successful in getting the co-operation of all concerned.

Very sincerely yours

D'Arcy M. Cashin - Room 610

DMC/MC

BI 000010471



## JOPLIN, MISSOURI

September 28, 1942

Mr. George A. Butler  
Mayflower Hotel  
Washington, D. C.

Dear Mr. Butler:

This morning in discussion with a Bureau of Mines engineer, who is making a report on our area for the War Production Board, I find that he objects very strenuously to the use of the term "Grant" in speaking of advances that might be made by the government in connection with our project and prefers the word "Loan". I believe in the compilation of data that I sent you last week that I used the word "GRANT" instead of "LOAN" in two instances and would, therefore, suggest if you are going to show this data to anyone you interview, that you substitute the word "loan" for "grant", with the distinct understanding that the monies are to be repaid if, as and when the concentrates are sold and not otherwise. The only security the government would have for their loan would be the leases we assign them and any mining and milling equipment we put on these properties. Until this loan is repaid, the government would receive the total amount of concentrate sales after deducting royalty paid the landowners, overhead charges, replacement and upkeep charges.

The Bureau of Mines' engineers here have stated to me that they believe the operation is justified and think that the reserves are present to warrant the expenditure. However when our report is completed, we will have very definite information.

In conversation with these engineers, the thing that worries them seems to be that they believe the operator of these properties will make a tremendous profit whereas the government is advancing all the money for exploration, dewatering, purchase and erection of the central mill. I have explained to them at length, however, that with the present rate of taxation as we know it, the operator will only receive a small percentage for the use of his organization in supervising and carrying through the project and that the amount will be small indeed in comparison to the amounts the government will collect in taxes. I believe I have made them see this point here. Am mentioning it for fear you will get up against the same thing in Washington.

Very sincerely yours

---

D'Arcy M. Cashin - Room 610

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BR000010173

Charge to Room 610  
Common Hotel - D. K. Cashin

D. K. Cashin

In compliance with instructions from George R. Brown, I am sending you tonight airmail to Mayflower Hotel certain data reference Kobb City area to be presented according to suggestion enclosed in personal letter accompanying data

STRAIGHT MESSAGE - paid

Mr. George A. Butler  
Mayflower Hotel  
Washington, D. C.

September 24, 1948

Send the following message subject to the Company's rules, regulations and rates set forth in its tariffs and on file with regulatory authorities

TIME FILED (STANDARD TIME)	
CHECK	
CASH NO.	TOLLS
CHARGE	NUMBER



CHECK NEW OR DESIRES OTHERS IN MESSAGE WILL BE SENT FULL RATE	
DOMESTIC	
LONDON	
FULL RATE	FULL RATE
DAY LETTER	CODE RATE
NIGHT LETTER	URGENT
REMIT	DEFERRED
RESERVATION	NIGHT LETTER
TOUR-RATE	SHIP RADIO

Joplin, Mo., Sept 11, 1942

DIGEST ON  
WEBB CITY ZINC-LEAD FIELD

Field claimed capable of producing concentrates yielding 32,000,000 lbs. per annum of new output, spelter plus lead, mostly spelter.

This 1 mi. by 7 mi. field, lies N.W.-S.E. at Webb City, Mo.

The 7 yr. principal operating period ended in 1919 when it was terminated, at least in part, by removal of equipment to the then new rich field at Picher, Okla.

With exception of temporary unwatering by the Eagle Picher Co. in 1935-6, the field has remained largely flooded since 1919.

A.Z.L.&S. Co. files show their Davey No. 3 Mine, one of the large producers of the field, hoisted over 2,100,000 tons of ore of average yield over  $2\frac{1}{2}\%$  concentrates, basis 60% zinc conc. plus 80% lead conc. Average tonnage and grade was maintained until the shut-down in 1919. This was an old milling practice before the introduction of flotation in the district. Present practice, including flotation, should add over 1% thus raising the concentrate recovery to over  $3\frac{1}{2}\%$ .

It is claimed by Mr. Guy Waring, connected with the field since early days and now principal operator there, that \$400,000 equipment and initial unwatering charge (including a 3,000 ton per diem central mill) plus \$200,000 working capital, \$600,000 total, would be adequate for the purpose and that production could be started in from 6 mo. to 1 yr. time. Two years operation (under present premiums) should then return the \$400,000 equipment cost (without interest) by a charge of 0.625¢ per lb. metal yielded.

Mr. Howard I. Young, now Pres. A.Z.L.&S. Co. was formerly manager of the Davey No. 3, and other operations of his company in the district, and he is inclined to accept the above claims. In fact he is at present in position to consider his company undertaking necessary investigations and, on confirmation, doing the work involved in the equipment and operation proposed. On sufficient assurance regarding the Government's intentions in the matter, he would undertake the initial investigation entirely at his company's expense. But as his company has more than tripled its business in the past 3 yrs, the Government would have to supply at least the bulk of the ultimate capital required. The work would be done by the company, however, on terms of profit sharing or otherwise, such as would insure that the Government received the benefit of its full share of the company's sound judgment, technical skill, knowledge of the district and general business ability.

My recommendation is that the Government promptly authorize and push negotiations with Mr. Young along the above lines.

Note: Profitable operations are anticipated on present premium prices and after absorbing plant amortization and current drainage charges.

RECORDED





(Written at ) September 18, 1942

Mr. George R. Brown  
2362 Massachusetts Avenue  
Washington, D. C.

Dear Mr. Brown:

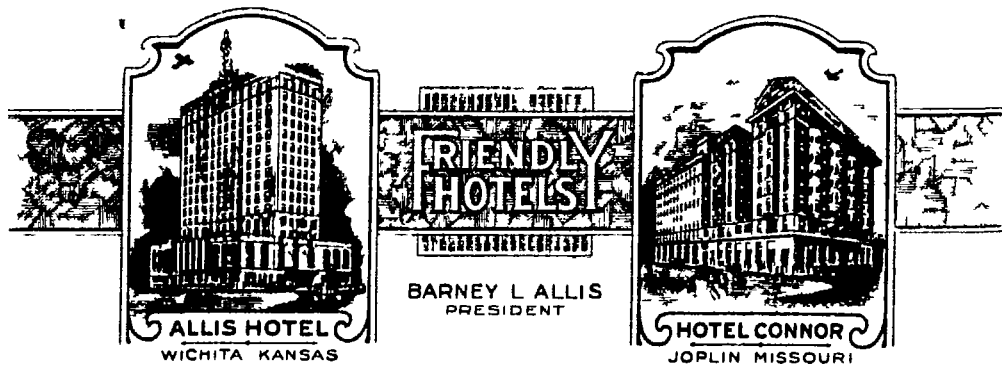
Enclosed, herewith, please find copy of the lease which was prepared today by some of the landowners, who were also attorneys, in conjunction with our attorney, Mr. McPherson. I believe that you will find this form satisfactory. I will now proceed to have descriptions inserted in these leases and then Harry Easley will have them signed and deposit same in his bank, together with the escrow agreement which will also be signed by the various landowners.

You will note that while there is a place for your signature, I do not recommend that you sign it at this time. It is possible I could sign this for you later if authorized to do so as your agent provided these forms meet with your approval. However if they do not, I would suggest you advise me immediately of your objections as the leases are in process of being signed and it would be necessary to call them in if the contracts are not agreeable to you. I assume, however, they will be as I have been very careful not to have anything introduced that I thought might be objectionable to you. I will say that this is about the third contract we have drawn up.

Enclosed, herewith, please find copy of the escrow agreement under which these leases are to be deposited in the bank. You will note that I have tried to make them lease the block as solid as possible by giving us an "out" in the event 1/8th of the block should be outstanding. I hope to get it 100%. We may have a few outstanding leases but I feel we are

*In Kansas City It's The Hotel Muehlebach*

1801030012



(Watton at)

protected by the escrow agreement.


I will appreciate it if you will advise me either by telephone, or telegraph, immediately if these contracts meet with your approval.

As I telegraphed you this afternoon, I expect to have a conference with Mr. McMillan, the District Engineer of the Bureau of Mines. Mr. McMillan is supposed to be thoroughly familiar with the work of the Bureau of Mines with reference to this area and the recommendations made by his assistants and naturally those made by himself with reference to this property. Mr. Easley informs me that Mr. McMillan knows of the channels through which this application for a grant should go and the best method of expediting same. I have been given to understand that he will possibly supply me with this data at our conference in the morning. I hope he will. If he does, I will immediately attempt to contact you by telephone, passing the information on to you.

At the present time, it appears as though we are negotiating for the best ore reserve in the Tri-State area under favorable conditions. If we can successfully carry through these negotiations, we should produce a tremendous amount of concentrates and in normal times would make a lot of money. At least, however, we will be doing something of great service to the government during this emergency.

With kindest personal regards and asking that you let me hear from you with reference to the above at your earliest convenience, I am

Very sincerely yours

  
D'Arcy M. Cashin

DMC/MC

*In Kansas City It's The Hotel Muehlebach*

284010300182

NO LEAD & ZINC

March 7 1942

PROGRAM FOR PREMIUM PAYMENTS BY METALS RESERVE COMPANY ON PRODUCTION OF COPPER LEAD  
AND ZINC IN EXCESS OF MONTHLY PRODUCTION QUOTAS

In effecting the program announced by the Honorable Jesse H. Jones as Federal Loan Administrator on January 12 1942 Metals Reserve Company will pay a premium on all domestic production of copper lead and zinc in excess of monthly quotas established by the War Production Board and the Office of Price Administration and approved by Metals Reserve Company which will reflect the difference between the respective ceiling prices for the materials involved and the equivalent of 17¢ per pound Connecticut Valley for copper 9½¢ per pound New York for lead and 11¢ per pound East St. Louis for zinc. With respect to excess production of Tri State District concentrates (which are being handled under separate arrangement as explained later herein) the premiums to be paid on the basis of the present ceiling prices are \$28.05 per dry ton for 60% zinc sulphide concentrates and \$39.60 per dry ton for 80% lead concentrates respectively with an adjustment of five cents (5¢) for each change of one tenth of one percent (.1%) in grade above and below 60% as to zinc sulphide concentrates and above and below 80% as to lead concentrates. The premium program will be operative for a period of not to exceed two and one half (2½) years from February 1 1942 but may be terminated earlier should the National Emergency come to an end prior to July 31 1944 in which event settlement with eligible producers will be made on the basis hereinafter mentioned. The premium program will apply to all excess production after February 1 1942 regardless of the time when the quotas are announced and the actual payments begin.

With regard to excess production from the usual "custom ores" various smelting companies throughout the United States have been designated as agents for Metals Reserve Company to obtain and transmit to it the necessary data required for the making of the premium payments. Each producer representing himself as eligible for any premium payment in any month must (1) cause the smelting company to which he ships to be furnished as agent for Metals Reserve Company with a sworn producer's affidavit (forms thereof can be obtained by the producer from the smelting company) showing among other things the amount of material in excess of quota delivered during the month covered by such affidavit for which he has been paid or will be paid and on which he is eligible for a premium and (2) cause the smelting company to be furnished with all necessary information so as to enable it to supply Metals Reserve Company with a statement setting out all data required for the making of the premium payments.

Due to the special method of marketing concentrates which prevails in the Tri State District the premium program as the same relates to Tri State District zinc sulphide concentrates and lead concentrates will be handled under a somewhat different arrangement than that described immediately above. Mr. Leslie H. McColligan, Joplin, Missouri, has been designated as representative for Metals Reserve Company in the Tri State District and all producers of Tri State District concentrates representing themselves as eligible for premium payments must cause their sworn affidavits and other required data to be furnished to Mr. McColligan who will transmit to Metals Reserve Company the necessary papers supporting requests for premium payments.

Following receipt in each month of its agents' and representative's statements together with the sworn producers' affidavits Metals Reserve Company will arrange for the premium payments to be made promptly to the producers.

A principal requirement of the program is that any deficiency in monthly deliveries below the monthly production quota of any producer must be made up in the next succeeding month or months before such producer can receive any premium payment on excess quota production and the producer's affidavit will be required to show that such deficiency has been made up.

Should the National Emergency come to an end prior to July 31 1944 Metals Reserve Company will give notice of its intention to terminate the premium program thirty days from the date of the giving of such notice. Thereupon the actual output of each producer which has been in excess of quota shall be averaged on a monthly basis for the six calendar months prior to the notice of termination and such average shall be considered as representing such producer's monthly capacity to produce in excess of quota as of the date when notice of termination is served and such monthly capacity to produce in excess of quota multiplied by the number of months remaining before July 31 1944 shall be considered to be such producer's total unfulfilled excess production.

In the event that any producer shall have had excess output for a period of less than six months prior to the notice of termination then Metals Reserve Company may at its option either (a) base such producer's monthly capacity to produce in excess of quota on such producer's rate of excess production during such lesser period or (b) appoint by agreement with such producer an arbiter who shall determine such producer's true monthly capacity to produce in excess of quota as of the date when the notice of termination is served.

Metals Reserve Company having thus established the producer's total unfulfilled excess production shall thereupon at its option either

1. Agree to accept a quantity of material equal to such producer's "total unfulfilled excess production" and to settle for such material on the basis of 17 cents for copper 11 cents for zinc and 9½ cents for lead and as respects Tri State District concentrates on the basis of \$83.33 per dry ton for 60% zinc sulphide concentrates and on the basis of \$115.80 per dry ton for 80% lead concentrates but leaving the producer free to deliver this material from any part of his production whether above quota or below quota or
2. Settle in cash for such total unfulfilled excess production (without obligation on the producer to make any further deliveries) at the rate of 2½ cents for copper 1 3/8 cents for zinc and 1 3/8 cents for lead and as to Tri State District concentrates at the rate of \$14.03 per dry ton for 60% zinc sulphide concentrates and at the rate of \$19.80 per dry ton for 80% lead concentrates.

METALS RESERVE COMPANY

BI 000010474

THE STATE OF TEXAS :

COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS, that I, George R. Brown, of said State and County, have made, constituted and appointed, and by these presents do make, constitute and appoint D'Arcy W. Cashin, of Houston, Harris County, Texas, my true and lawful attorney, for me and in my name, place and stead to take, accept and execute mineral leases, binding me as lessor, covering lands situated within the State of Missouri, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, and I agree and represent to those dealing with my said attorney in fact that this power of attorney may be voluntarily revoked alone by written revocation filed with the Webb City Bank, Webb City, Missouri.

In witness whereof I have hereunto set my hand this 23rd day of September, 1942.

Signed and delivered in the presence of-

\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF TEXAS :

COUNTY OF HARRIS :

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared George R. Brown, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of September, 1942.

\_\_\_\_\_  
Notary Public in and for Harris  
County, Texas

BI 000010430

BR.006010488

JOPLIN GLOBE, THURSDAY, AUGUST 13, 1942

## METALS AND MINING

HOWARD O. GRAY, Editor

### FEDERAL OFFICIALS INSPECT MINE FIELD

Six Government Representatives Here to Study First-Hand Problems of Production.

Six government officials are spending several days in the Tri-State zinc and lead mining field to get first-hand information in an effort to determine what can be done to increase production under the federal premium price plan.

They are Walter C. Page, assistant chief of the zinc branch, war production board; Claire L. Wright, consultant for the WPB lead tin branch; Hugh Van Wagenen and Jesse L. Maury, consultants for the zinc, lead and copper division of the office of price administration; Sam Lipcowitz of the WPB labor division; and Whitney Mee of the Metals Reserve Company which is a subsidiary of the Reconstruction Finance Corporation.

Page, Wright, Van Wagenen and Maury are members of the premium price plan quota committee of which F. H. Hayes is chairman. Hayes did not accompany the group to the Tri-State. Lipcowitz is labor adviser to the quota committee.

#### To Review Quotas.

Accompanied by George M. Fowler, Joplin geologist, and L. H. McGlin, district representative of the Metals Reserve Company, the group made a field trip yesterday. They toured the Picher and Oronogo-Webb City mining fields and made an inspection trip through the Central mill of the Eagle Picher Mining and Smelting Company. Ernest V. Gent, secretary of the American Zinc Institute who is visiting in the district, also accompanied them on a portion of the trip.

Page, who visited the district last spring, explained that the purpose of the group's mission was to study facts relative to individual mining properties that require urgent help in maintaining or increasing production of zinc and lead minerals which are so vital to the war effort.

The data obtained will be reviewed by the full quota committee in Washington and recommendations will be made to heads of the OPA, WPB and MRC. Page said, "We desire also that the people living in this great zinc-lead producing district realize the great need of the minerals produced

### RELIEF FOR MINING INDUSTRY IS URGED

Unless Financial Aid Is Given War Production Soon Would Lack Essential Metals, Senator Says

Washington, Aug. 12.—(AP)—Senator McCarran, democrat, Nevada, told a special senate silver committee today that unless financial relief was given to the metal mining industry, war production soon would lack such essentials as copper, lead, zinc, manganese and tungsten.

Reporting to the committee on recent subcommittee hearings at Reno, Salt Lake City and Denver, the Nevadan said he would urge before the senate finance committee, now considering tax legislation that such relief be given.

Senator Johnson, democrat, Colorado, announced meanwhile that he had received assurance that the treasury would approve, with reservations, his proposal for special tax treatment in production of strategic minerals.

Johnson added that the treasury also favored exemptions from excess profits tax provisions of bonuses being paid on zinc, lead and copper production on the ground that taxation of such bonuses would remove production incentives.

### LEAD AND ZINC

New York, Aug. 12.—(AP)—Copper steady; electrolytic spot, Connecticut valley 12.00; export, f.a.s. New York, 11.00-12.00. Lead steady; spot, New York 6.50; East St. Louis, 6.35. Zinc: East St. Louis, spot and forward 8.25.

here, he declared. "We are not so much concerned particularly with the rate of zinc production at the present time or for this year, but we are looking and planning on a long war basis and it is for that reason we are worried about future output of these strategic and critical materials."

The officials plan to remain in the district at least the remainder of this week and part of next. They will go underground at several mining properties throughout the district and will confer with individual mine operators and mining company officials concerning production problems.

D'ARCY M CASHIN  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

July 8, 1943

Mr. S. H. Petterson  
Metals Reserve Company  
811 Vermont Avenue  
Washington, D. C

Reference: Exploratory Churn  
Drilling--Webb City,  
Missouri Area

Dear Sir:

Herewith please find a progress report of the operations of Brown and Root, Inc , operating for the Metals Reserve Company in carrying on the exploratory churn drilling campaign in the Webb City Area.

Expenditures for Month of June (3 weeks)

Labor	\$ 909.69	(Including taxes withheld \$38 32)
Contract Drilling	3242.49	
Supplies	139.28	
Equipment	656.74	
Engineering	462.20	
Assaying	237.00	
Misc	86.14	
Total	\$5623.54	\$5623 54

Balance on hand June 30th	26376.46
Total	\$32000 00

Maximum number of drills in operation	12
Drill Holes completed	12
Total feet of completed holes	2593
Total cost of completed holes	\$5623.54
Cost per foot of completed hole	\$2 17
Number of additional holes incomplete	11
Total feet of incomplete holes June 30th	1297
Total feet drilled in month (3 weeks)	3890

Estimated number of holes to be drilled	240
Estimated cost of drilling per hole	\$333.33
Estimated total cost of drilling	\$80000 00

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July 8, 1943

Aver drilling time for completed holes	10-4/10 days
Aver number of feet drilled per day	25
Number of holes completed on July 8th	20
Total feet drilled on July 8th	5355
Aver depth of 20 completed holes	214-4/10 ft
Balance on hand July 8th	\$24,437 59

Inasmuch as certain of the supplies and equipment purchased will be used throughout the operations, it will not be necessary to duplicate these in the future. On the completion of this job there will be a certain salvage of equipment. It is not known at the present what this salvage will be, but the chances are it will be small, less than \$100.

At this time it is not possible to state definitely the number of holes that will be drilled with the \$80,000 appropriation, the reason for this being that the cost of holes will vary with the sub-surface conditions. For this reason, we cannot properly amortize equipment and supply charges against footage drilled at this time.

The drilling of the Webb City Area, North end, opened June 7th when the first hole was spudded in. The start was slow as the drills had to be brought in from quite a distance in most instances, but by the end of the first week eight rigs were in operation and all twelve before the end of the second week.

Everyone of the holes completed in June showed the mineralized zone in the sheet ground horizon, and, at this writing, July 8th, only two holes out of twenty have failed to show the sheet ground mineralized, but in these instances mineralization was obtained in the next lower horizons (Keed Springs).

The holes have been sampled under the supervision of the Bureau of Mines and all formations above the sheet ground cased off before drilling and bailing has been done in 2 ft "screws".

In nearly every hole one or two screws have shown rich mineralization. Where crevices were encountered and few cuttings obtained the holes were shot with charges of dynamite at the required depth, the holes bailed out and samples taken and assayed as special samples. The results of these has shown much more mineralization than from the regular samples.

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July 8, 1943

Twelve drill rigs have been operating to date but six more have been obtained, three are already operating and the other three will be in a short time. This will expedite the drilling and hasten the results.

The showing to date has been most encouraging and demonstrates the mineralization of the sheet ground in the tracts so far drilled.

Three copies of the drill records of completed holes are submitted herewith. On the early drill records the assays are reported in Metallic content. On the later records the assays are reported in Blende and Metallic. This practice will be followed from now until the completion of the job.

Three copies of maps showing the locations of the holes, the assays of each hole and date of completion accompany this report. On this map all ore horizons have been reduced to sub-sea level datum. All assays noted on the maps are in Elene values, as is the customary Tri-State practice.

A Webb City Bank statement as of July 8, 1943, is enclosed herewith. You will note that our bank balance on the statement is in excess of that shown in our statement. This is due to checks outstanding that have not yet come through the bank.

Within the coming week we will endeavor to send in a new budget. I do not believe we will need this additional money within the next two weeks, but as we are now running eighteen rigs and may increase the same to twenty the fore part of next week, we will rapidly spend sums allotted to us.

I have ordered abstracts on the next area to the south. This is shown in maps 2 and 2A, copies of which are now in your files. The abstract offices here are covered up with work, and as we should be starting on the next southerly area within five or six weeks, I am endeavoring to get it cleared up and ready for the drilling crews.

We were delayed in sending the monthly progress report in to you on account of the fact that our bills came in after the first of the month. We have had a little trouble getting final assays from the laboratories. As you know, we have to have this to post our maps and make the various computations.

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Mr S H Petterson

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July 8, 1943

In the future we will try to get these in a little more promptly. However, it would be more convenient for us if we could send this report in about the 10th of the month rather than the first of the calendar month.

I have tried to give you all the data that I thought you might need. However, if there is anything lacking that you desire, do not hesitate to advise me.

Thanking you for past courtesies, I remain

Very truly yours,

  
D'Arcy M. Cashin, Agent  
Brown and Root, Inc.

DMC:ed  
Encl.

cc: Mr. George R Brown  
Houston, Texas

BR0000 30277A

AUSTIN

CORPUS CHRISTI

HOUSTON



Skill Integrity  
and Responsibility

**BROWN & ROOT, INC**  
ENGINEERING CONSTRUCTION  
P O BOX No 3  
HOUSTON TEXAS


TELEPHONES  
L. D 119  
CAPITOL 2381

2362 Massachusetts Ave N 1  
Washington, D C  
March 9, 1943

Mr George R Brown  
Brown & Root, Inc  
P O Box No 3  
Houston, Texas  
Dear Mr Brown

Enclosed herewith, please find a copy of the  
Bureau of Mines Report on the Webb City Area, which  
I thought might be of interest to you

Sincerely yours,

  
D'Arcy Cashin

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(Subject to Correction and Revision)

PRELIMINARY WAR MINERALS REPORT

Report of the Bureau of Mines to Secretary of Interior Harold L. Ickes

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- Second Report -

ORONOGO-WEBB CITY-DUENWEG ZINC-LEAD DISTRICT

Jasper County, Missouri

- Zinc and Lead -

Sources of information (exclusive of those mentioned in report)

Underground surveys from former operating companies

Drill logs and cost data from former mining companies

Report on Webb City district, by Victor Rakowsky

Report on Webb City district, by W. M. Stewart

Sources of information on file at office of District No. 3, Central  
Region, Bureau of Mines

Logs and sampling records of 1000 drill holes

Map of district, scale 1 inch to 1600 feet

Map of district, scale 1 inch to 1200 feet

Complete set of maps showing mine workings, shafts, drill  
holes and pumping stations, scale 1 inch to 200 feet

Production data

Cross sections.

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Preliminary Issue  
For Temporary Use Only  
Subject to Correction

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(Subject to Correction and Revision)

PRELIMINARY WAR MINERALS REPORT

Report of the Bureau of Mines to Secretary of Interior Harold L. Ikes

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- Second Report -

ORONOGO-~~WEBB CITY-DUENWEG~~ ZINC-~~LEAD~~ DISTRICT

Jasper County, Missouri

- - o - -

- Zinc and Lead -

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January, 1943

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(Subject to Correction and Revision)

PRELIMINARY WAR MINERALS REPORT <sup>1/</sup>

Report of the Bureau of Mines to Secretary of Interior Harold L. Ickes

- Second Report -

ORONOGO-WEBB CITY-DUENWEG ZINC-LEAD DISTRICT

Jasper County, Missouri

- Zinc and Lead -

SUMMARY

The Oronogo-Webb-City-Duenweg district is the most important one in regard to available reserves in the southwestern Missouri zinc and lead fields. Mines in the district were first operated over 70 years ago, and prior to 1932 had produced approximately 1,477,000 tons of zinc and 488,000 tons of lead from 84,000,000 tons of ore. Although most of the district has been idle since 1919, due mainly to the working of the richer deposits in Oklahoma and Kansas, commercial operations based on the present premium prices for zinc and lead are again feasible.

Estimates of available ore reserves by engineers of the Bureau of Mines, in collaboration with the William Stewart Engineering Company of Joplin, show 18,863,530 tons of ore from which, with modern mills, a recovery of 1 469 percent metallic zinc and 0 276 percent metallic lead in zinc and lead concentrates may be anticipated. In addition, the geological conditions are favorable for the development by churn drilling of 16,000,000 tons of ore of a similar or better grade.

Drainage of the district, which has an area of 14 square miles, rehabilitation and operation of the mines, and the construction of a central mill with a capacity of 10,000 tons daily is proposed by Brown and Root, Inc. of Houston, Texas. This company is requesting financial assistance through the Reconstruction Finance Corporation for the initial capital requirements, estimated at \$2,387,953.

<sup>1/</sup> This preliminary war minerals report has been prepared for the engineers and consultants of the Bureau of Mines for their technical review and criticism, and to keep them informed of the progress of the Bureau of Mines war minerals program. It is not to be made available to others, as the data are subject to correction and revision. The final report, when issued, will be distributed on a limited basis to officials of the Federal war agencies, the owners or operators of the properties described therein, and to certain others with specific concern in the production of minerals vital to the prosecution of the war.

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At the proposed capacity the anticipated yearly production of metals, after allowing for smelter losses, are 46,311 tons of zinc and 9,484 tons of lead, starting early in 1944. The estimated cost of exploitation, exclusive of royalty, is \$1.93 a ton, which is equivalent to \$68.90 a ton of concentrate.

The Bureau of Mines believes that under the present conditions with respect to zinc, and the situation in the Tri-State district with respect to available reserves, consideration should be given to expediting the exploitation of the mines by financial assistance through regular Federal agencies.

Coincident with the drainage and rehabilitation of the mines, the Bureau of Mines plans to explore by churn drilling certain areas favorable for the development of higher grade ores which could be exploited during the present emergency.

### INTRODUCTION

The Webb City (Oronogo-Webb City-Duenweg) district is a mining area approximately 8 miles long and 2 miles wide that extends in a northwest-southeast direction from Oronogo to Duenweg in the southern part of Jasper County, Missouri (See Figure 1). The Oronogo Mutual Mining Company is exploiting the Oronogo Circle deposit in the northern end of the district, and the Federal Mining & Smelting Company is building a mill to treat ores from its property near Duenweg. Therefore, these areas are not considered in this report.

The re-opening of the sheet ground deposits in the central part of the district as a source of new zinc to compensate for the decreasing production from the Oklahoma mines has been under consideration by a number of operators and Federal agencies since early 1942. An initial report on the district was made by an engineer <sup>2/</sup> of the Bureau of Mines in July, 1942. It was then proposed to start operations at a rate of 4,500 tons a day.

In September, 1942 Brown and Root, Inc. of Houston, Texas, because interested in the field, and the Webb City Drainage District, a Missouri corporation, undertook to obtain leases on all the acreage desired by the Brown and Root firm. The William M. Stewart Engineering Company was retained to investigate the proposal and make a report in support of a request for a Federal loan.

Since the Bureau of Mines was also conducting investigations in the same area, an engineer <sup>3/</sup> was assigned in October, 1942 to collaborate with the William M. Stewart Engineering Company. The work consisted of compiling all the available data, the analysis of all drilling, the estimated reserves, and the estimated capital requirements and operating costs.

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<sup>2/</sup>McMillan, W. D., District Engineer

<sup>3/</sup>Ruhl, Otto, Mining Engineer

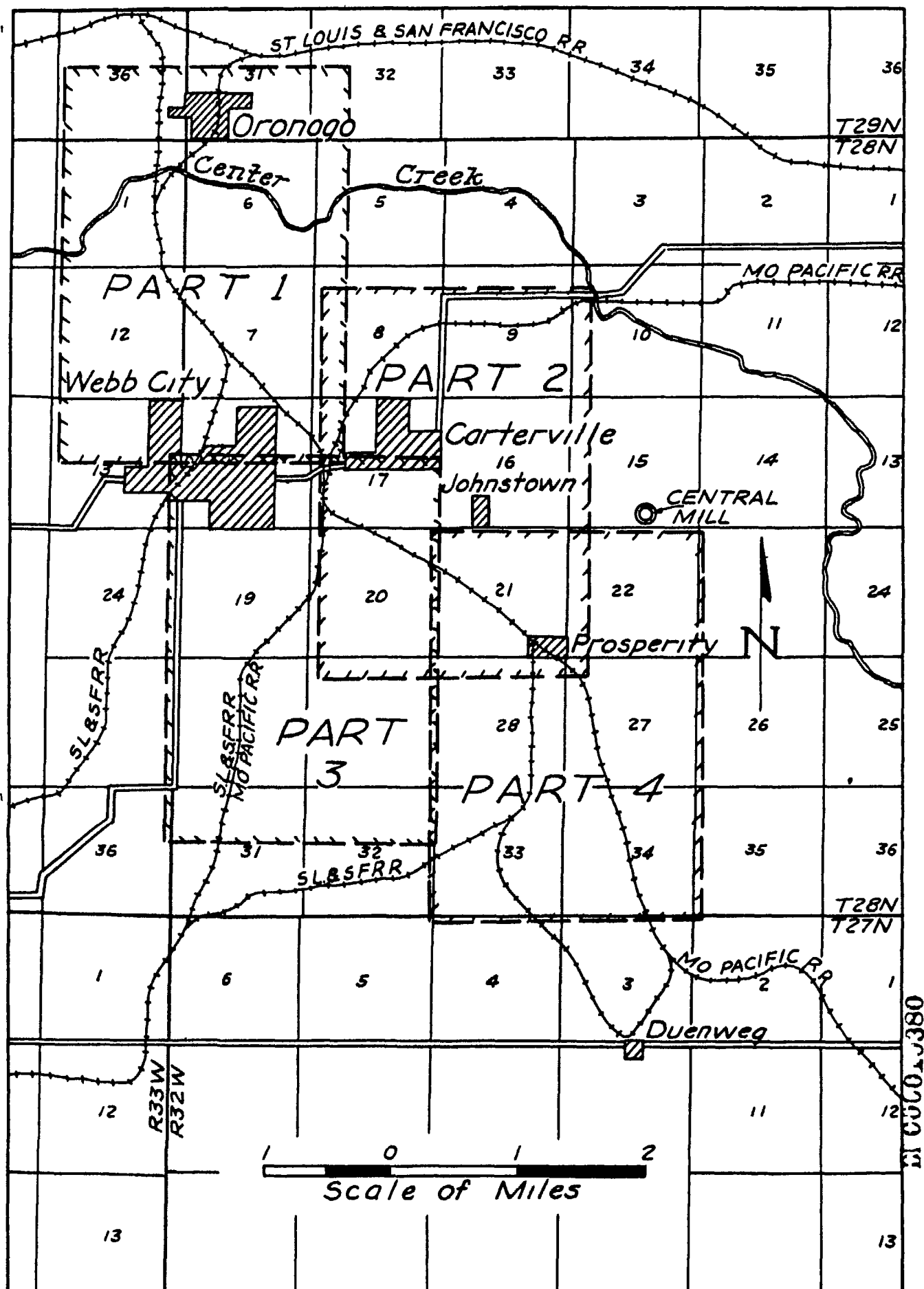


FIG-1-ORONOGO-WEBB CITY-DUENWEG DISTRICT

Numerous engineers and geologists in the district have contributed data from their files and freely cooperated in giving their time and experience to aid in the compilation of these data. Former mine operators and superintendents have also supplied maps, drill hole logs and given cost records and other information on mines which they operated.

In the limits of the area approximately 7,826 acres are potentially productive. The lands are owned in fee by many individuals or corporations. Brown and Root, Inc. of Houston, Texas holds leases on 5,540 acres at a royalty of 5 percent on the gross output. Leases covering 740 acres are being prepared and negotiations are in progress for 370 acres more at the same rate of royalty. D. M. Cashin, Engineer, represents Brown and Root, Inc. at Joplin and Webb City, Missouri. The 5,540-acre group of leases represents 71 percent of the mineralized zone and when the additional 1,110 acres are obtained 85 percent of the district will be under lease to Brown and Root, Inc.

Production records of the Tri-State district usually refer to grade of concentrate, which is the practice followed in this field. To conform with this, all estimates on reserves and production in the body of this report are in zinc and lead concentrates which have average metallic contents of 60 percent zinc and 79 percent lead, respectively.

#### PHYSICAL FEATURES

The district is in open, gently rolling country at a mean elevation of 955 feet, with a maximum relief of 150 feet. The lowest point is on Center Creek in the northern part of the district, which flows west and joins Spring River about 7 miles west of Webb City. The drainage of the greater part of the area is to the north.

The district has paved highways throughout, and is served by both the Missouri Pacific and St. Louis-San Francisco railroads.

#### LABOR AND LIVING CONDITIONS

Skilled labor is not plentiful although the situation is better than in the Miami-Picher district of Oklahoma. The current daily wage scale is \$5.50 to \$6.00 for common labor and \$6.50 to \$7.00 for miners and skilled labor.

Accommodations for workmen are available at reasonable rates in the nearby towns of Joplin, Webb City, Cartersville and Oronogo.



## HISTORY

The Webb City mining district is a distinct mineralized area and has been well developed by actual mining operations throughout the length and breadth of the zone of mineralization. For a number of years the area was responsible for the major portion of the Tri-State zinc and lead production. It lost its position of leading producer when the richer orebodies were discovered in the Picher, Oklahoma field, and by 1920 the camp was practically idle and the mines were allowed to fill with water. The camp was never mined out but its operators moved their activities to the Picher field where greater returns were possible.

The history of its production covers a period of more than 70 years. Its early production was from shallow levels which were later followed by the exploitation of large, rich deposits of zinc and lead ores in the solution channels along the unconformity between the Mississippian and Pennsylvanian rocks. At a later period the development was extended to the Grand Falls chert member of the Boone formation, known as the Sheet-Ground Level (see Figure 6). It is from this level that the Webb City district earned its position as a leading producer in the Tri-State field prior to 1920. This was the beginning of the construction of larger concentrating plants, which increased in capacity from 100 tons to 600 tons daily, and more attention was given to mill efficiency, which prior to that time had been only from 50 to 55 percent. By the end of 1919 this efficiency had reached an estimated 60 to 65 percent.

Production from this district prior to 1932 was approximately 1,477,000 tons of zinc metal and 488,000 tons of lead metal in concentrates from 84,000,000 tons of ore. In the 10-year period from 1909 to 1919 the sheet-ground mines of southwestern Missouri produced 1,092,630 tons of zinc concentrate and 224,443 tons of lead concentrate from 53,933,640 tons of ore, which represents a combined concentrate recovery of 24.4 percent.

The rate of production was greatest in 1915-1917, during which period 416,649 tons of sphalerite concentrate and 77,894 tons of galena concentrate were produced from a reported 22,673,950 tons of ore. Unit recoveries were 18.35 percent zinc concentrate and 0.344 percent lead concentrate, or a combined unit concentrate of 2.18 percent. The details on production during this period are given in Table 1.

Table 1 Sheet Ground Production of Lead and Zinc-1900-1919.

Year	Ore Short Tons	PRODUCTION						Combined Recovery of Concen- trates Percent
		LEAD			ZINC			
		Concen- trate Short Tons	Analy- sis Per- cent	Lead Concen- trate Recovered Percent	Concen- trate Short Tons	Analy- sis Per- cent	Zinc Concen- trate Recovered Percent	
1909	4,994,120	24,970	80 0	0.50	108,858	59 5	2.2	2.70
1910	5,779,190	23,300	79.0	0.40	127,142	59.3	2.2	2.60
1911	4,944,910	24,725	79 0	0.50	103,843	58 6	2.1	2.60
1912	5,465,100	25,056	79 6	0.46	117,955	58.6	2.16	2.62
1913	4,303,900	20,389	79.0	0.47	92,912	58.3	2 16	2.63
1914	3,594,170	15,568	79.3	0.44	80,228	58.4	2.23	2.67
1915	6,501,000	21,658	76.4	0.34	124,067	59.1	1 19	2.25
1916	8,484,700	28,077	76 5	0 33	157,804	59.2	1 86	2.19
1917	7,688,250	28,159	75 9	0 36	134,778	58 6	1 75	2 11
1918	1,903,800	9,773	77.4	0 51	39,768	57 7	2 10	2 60
1919	274,500	2,768	81.1	1.01	5,275	54.9	1.82	2.83

Totals  
52,933,640 224,443 78 6 0 42 1,092,630 58 4 2 02 2.44

Totals  
1915)  
1916) 22,673,950 77,894 0 34 416,649 1.84 2.18  
1917)

Estimated Mill Efficiency - 60 to 65 percent

## ORE DEPOSITS

The ore deposits in the Tri-State district are found principally in the Boone formation of lower Mississippian age, although in the area under consideration commercial ores have been found from the surface of the ground to a depth of 750 feet

Three types of ore deposits occur in the Oronogo-Webb Cit - Duenweg district.

1 Circle Deposits or irregular "runs" occurring at or just below the unconformity between the Pennsylvanian and Mississippian rocks, in sink holes or along solution channels in the limestones. These deposits are the richer ones of the field and are found from the surface to a depth of 180 feet. The Oronogo Circle and Center Creek groups typify this class of deposits

2 Sheet Ground Deposits underlying the above type in flat lying or slightly rolling beds of chert are the type principally considered in this report. The minerals sphalerite and galena occur as "sheets" interbedded with chert, somewhat broken or brecciated, with some of the minerals in the broken interstices of the chert. The degree of mineralization in this type of orebody is somewhat related to the overlying irregular runs and fracture zones

3. The third type is below the sheet ground in the Reeds Spring formation and consist of simple and compound "runs," between fairly well defined walls. These ore deposits follow well defined fractures and have been mined recently in the north end of the area. The record indicates this type to be richer than the "sheet ground" but not as extensive

The first type was mined in the early history of the camp and was followed by the extensive development of the "sheet ground" and more recently came the discovery of the third type and its subsequent testing in the north end of the area. The records of mining these different types of orebodies indicate faces of 6 to 150 feet and concentrate recoveries as high as 30 percent on the first type; faces of 6 to 20 feet and concentrate recoveries of 2 to 6 percent on the second type and faces of 7 to 11 feet with concentrate recoveries of 5 to 11 percent on the third type. Present indications are that the first type is now entirely worked out unless exploration develops new areas that the second type has extensive reserves developed from one end of the district to the other, while the third type offers the possibility of important extensions through exploration in fractured areas of the Reed Springs formation.

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## THE ORE

Sphalerite and galena are the commercial minerals, associated with small amounts of marcasite and larger amounts of jasperoid, calcite and dolomite. In general the ore material is readily amenable to concentration by gravity and flotation methods, with a combined extraction in modern mills of 85 percent in zinc and lead concentrates containing 60 percent zinc and 80 percent lead respectively.

## MINE DEVELOPMENT

In this district there have been 146 mining companies operating on the sheet ground ore horizon. The mine workings resulting from this activity cover approximately 1,307 acres, which is 17 percent of the total possible mineralized zone in the district. The working faces in the district have a total length of 38.4 miles.

All the mines are opened by vertical or incline shafts. Depending upon the surface topography, the depth of the mine levels ranges from 150 to 240 feet. The sheet ground orebodies are flat lying beds from 6 to 30 feet thick but averaging close to 14 feet over the entire area. (See Cross-Section, Figure 6) Roofs are supported by pillars, usually approximately 10 percent of the area mined.

Where the height of the roof is not over 9 feet mining is carried on by breast drilling the faces of the drifts, spacing pillars to protect the roof in the leanest ore or dead ground wherever possible. If the height of face exceeds nine feet, an eight foot face is used as a breast and the remainder stoped by underhand methods.

## ORE RESERVES

### TONNAGES

All the underground mine maps of the district were compiled on plates with a scale of 200 feet to the inch and all available drill hole records were placed on these maps, which also show the location of all shafts. The elevations of shaft collars and bottoms, and of the floors and roofs of stopes were reduced to common sea level datum.

From these data the available tonnages in the sheet ground were calculated, all blocks of ore being arbitrarily reduced 10 percent for pillars and a variable percentage for a safety factor, the latter depending on the conditions in each block

The total estimated tonnage now available for exploitation is 18,863,530 in 38 blocks with an average thickness of 12.8 feet, as shown in Table II. (See Figures 2, 3, 4, and 5 for location of blocks.)

Table 2 Blocks of Developed Ore

Block number	Drainage area No	Net area, square feet	Estimated thickness, feet	Ore - short tons, factor, 12 5 cu ft / ton	For location see Figure
I	I	279,650	14	312,480	2
II	I	405,280	14	453,880	2
III	I	936,000	14	1,048,000	2
IV	I	451,350	14	505,000	2
IV-A	I	116,960	14	131,000	2
V	I	1,170,000	14	1,250,000	2
V-A	I	103,000	14	115,000	2
VI	I	411,000	14	460,320	2
VII	I	1,000,000	13	1,040,000	2
VIII	I	610,000	13	634,000	2
IX	I	552,750	13	595,000	2
X	II	326,200	13	339,000	2
X-A	II	62,390	13	64,900	3
XI	II	77,040	13	80,000	3
XII	II	408,750	13	425,000	2 and 3
XIII	III	399,720	13	416,000	4
XIV	III	59,520	13	62,000	3
XV	III	128,160	13	133,000	4
XVI	III	799,200	13	831,170	4
XVII	III	150,750	13	156,780	4
XVIII	IV	2,016,000	13	2,096,000	4
XIX	IV-A	540,000	11	475,000	4
XX	V	570,000	12	544,000	3
XXI	V	148,000	12	142,000	3
XXII	V	748,500	12	718,000	3
XXIII	V	339,200	12	326,000	3
XXIV	V	329,600	12	316,000	3
XXV	V	490,000	12	470,000	3
XXVI	V	121,000	12	116,000	3
XXVII	V	721,000	12	690,000	3 and 5
XXVIII	V	273,000	12	262,000	3 and 5
XXIX	V	312,000	12	300,000	3 and 5
XXX	V	276,000	12	265,000	5
XXXI	V	487,000	12	468,000	5
XXXII	VI	720,000	12	691,000	5
XXXIII	VI	1,568,000	12	1,500,000	5
XXXIV	VI	113,000	12	108,000	5
XXXV	VI	338,000	12	324,000	5
Total-average		18,558,020	12 8	18,863,530	

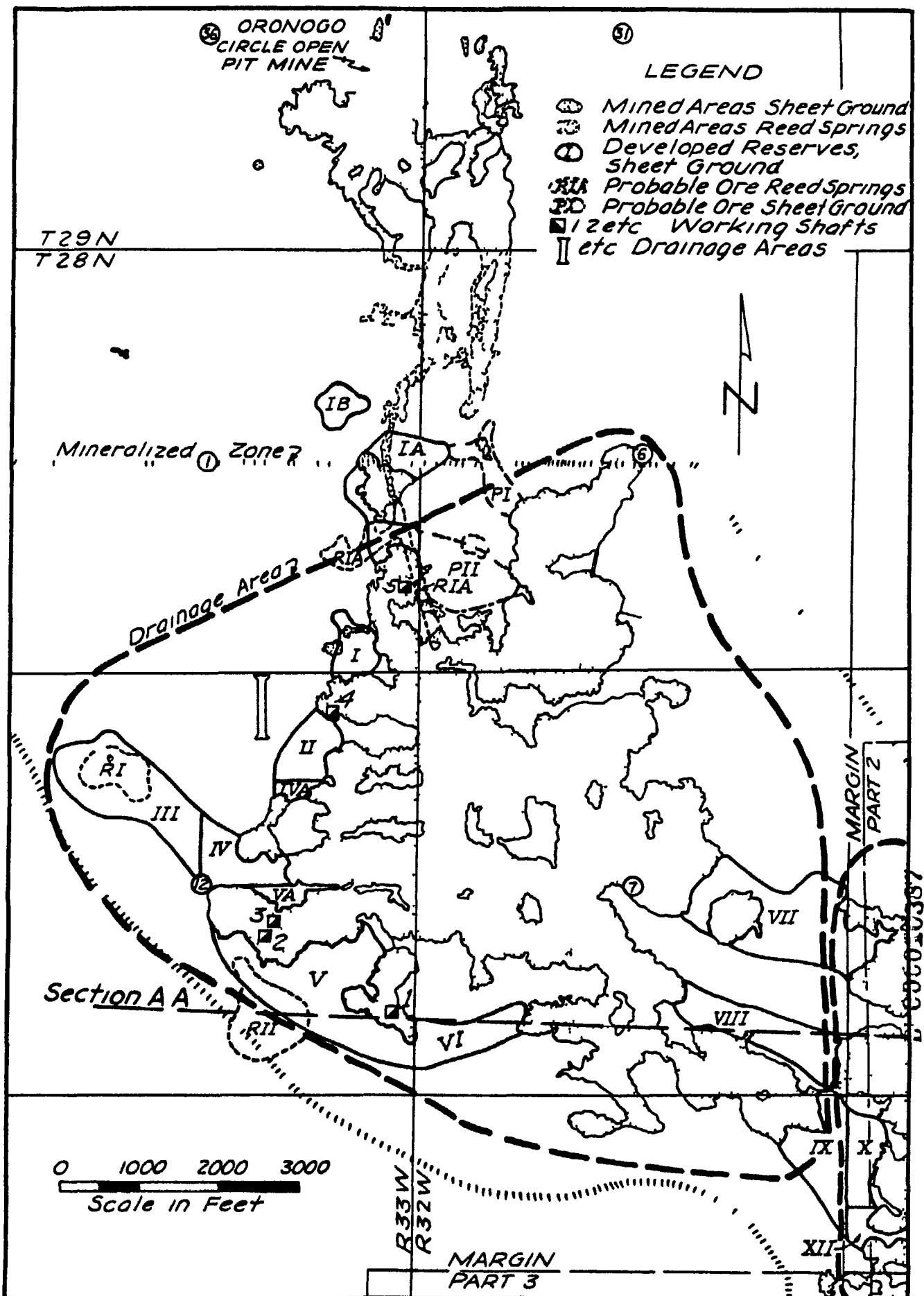
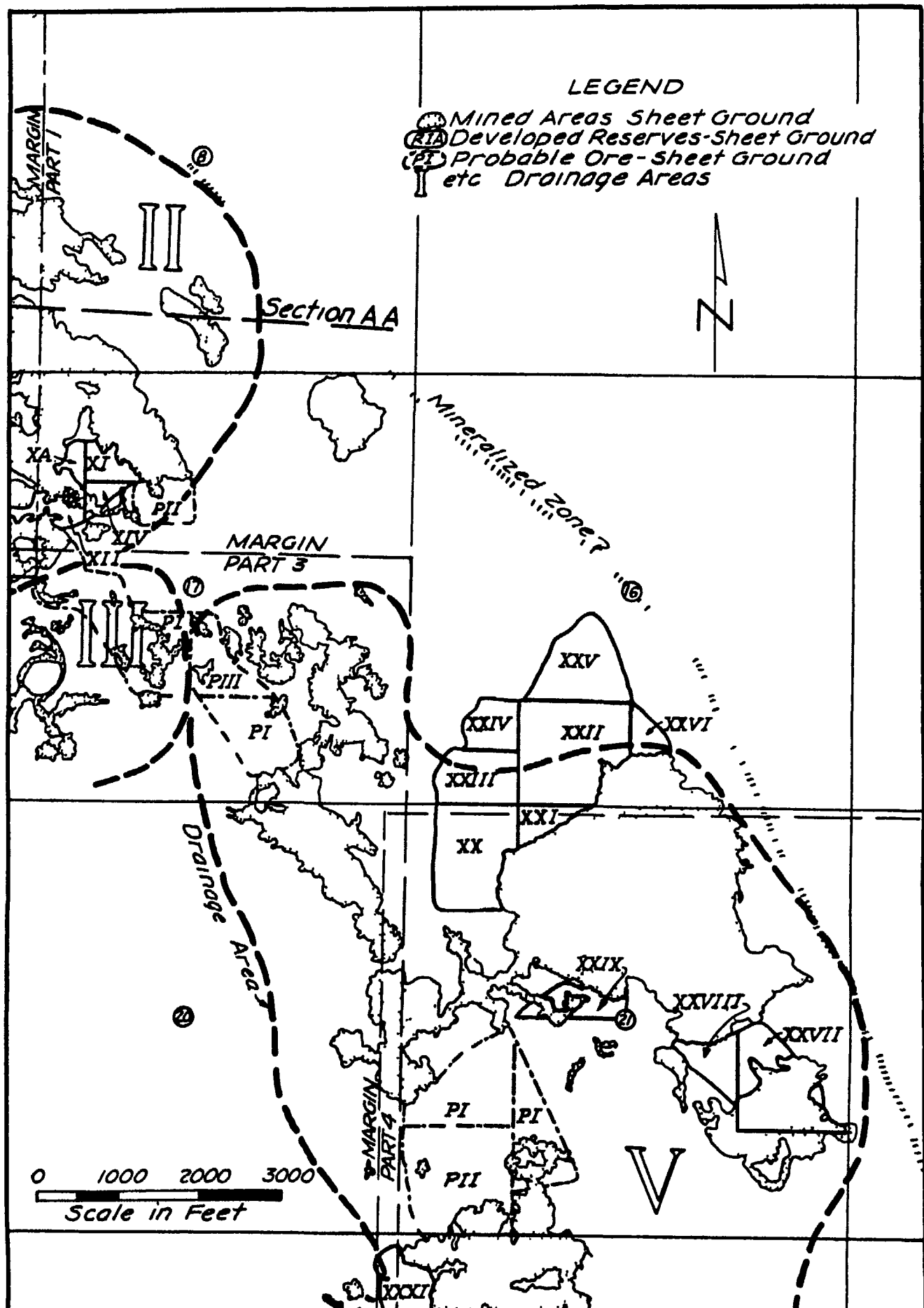
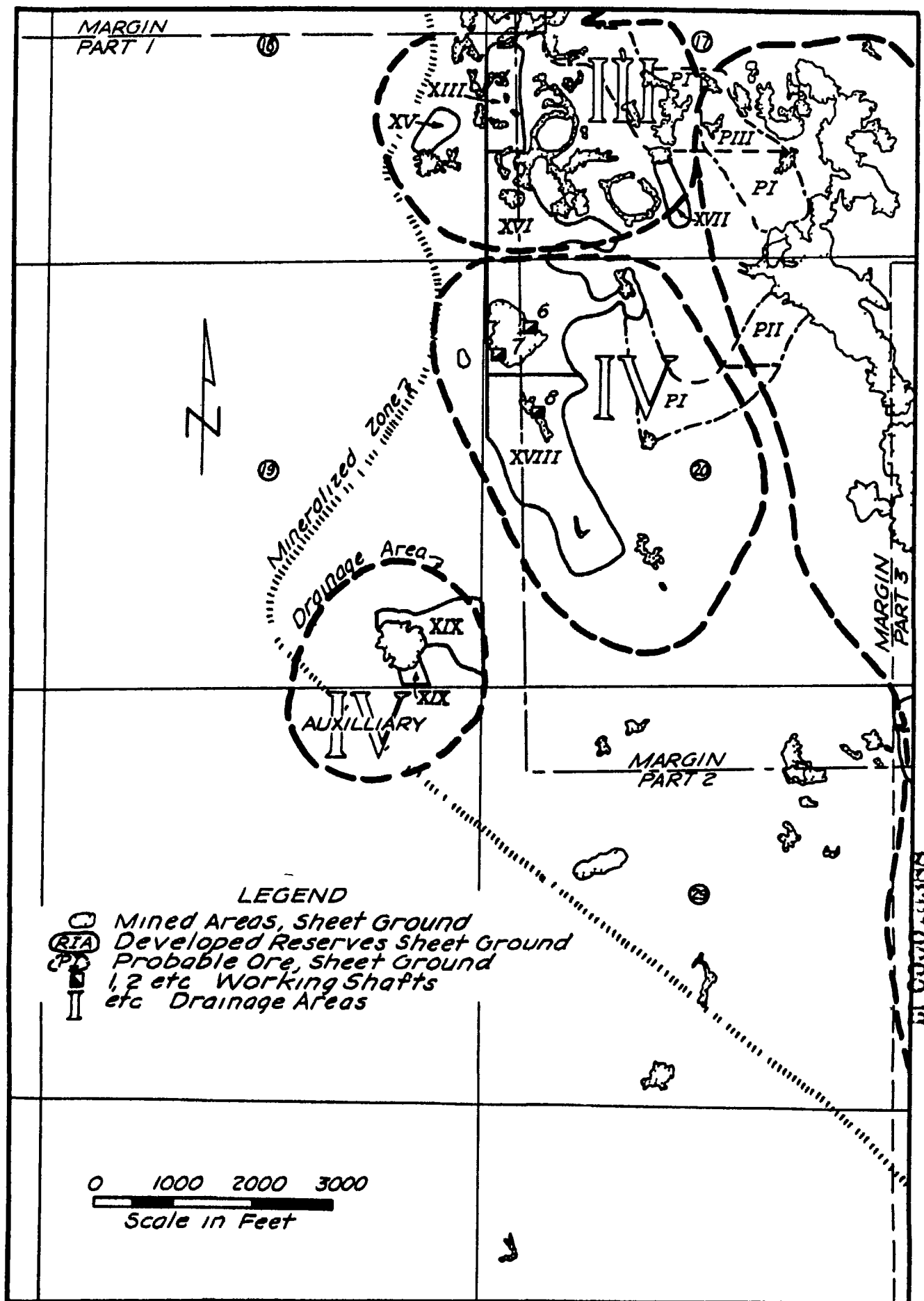


FIG-2- ORONOGO-WEBB CITY-DUENWEG DISTRICT  
PART-1- MINED AREAS & RESERVES

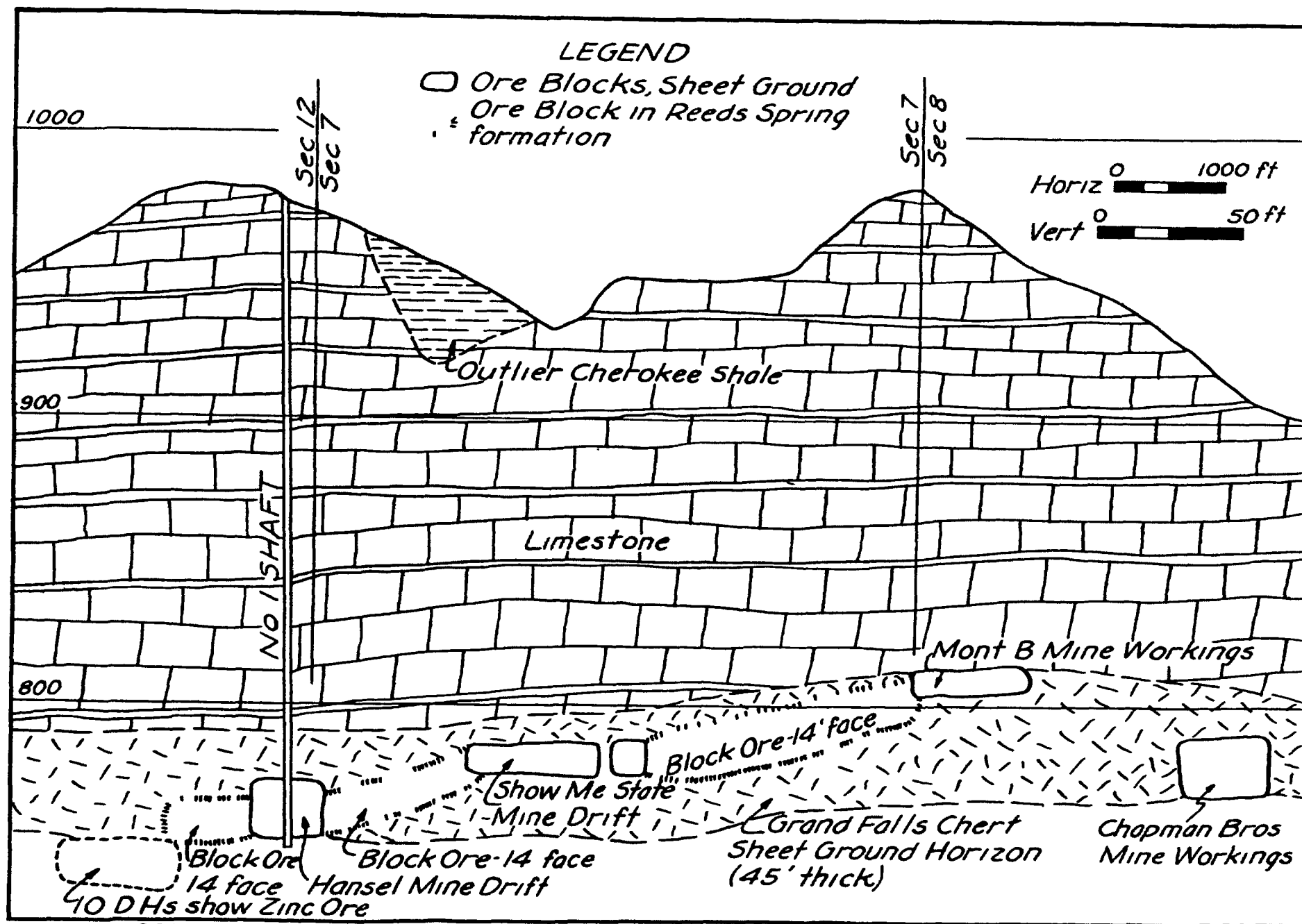


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FIG-6 - SECTION A - A

## ESTIMATED RECOVERY OF CONCENTRATES

The average estimated combined unit recovery of concentrates from the proposed exploitation of the Webb City district is 28 percent. This estimate is considered conservative in view of the following analyses of available records:

1. Reference is made to the production records from 1909 to 1919 inclusive, given in Table 1.

During that period the average efficiency of concentrating plants was not over 65 percent. Weights of concentrates are in dry tons while the weights of ore were obtained from the number of "cans" hoisted, for safety reasons "cans" were never entirely filled. Hence to provide comparable conditions a 10 percent overweight factor is considered conservative. On this basis alone the sphalerite recovery would have been 20.4 percent and the combined recovery 24.2 percent. In modern mills operating at 85 percent efficiency the recovery of concentrates would have been 30.5 percent.

2. In addition to past production records, approximately 1000 drill hole records were examined. The results of the studies indicate that in the northern part of the district the sheet ground deposits have an average thickness of 14 feet with a recoverable combined mineral content of 3.57 percent.

3. In drainage areas II and III the average of 40 drill holes was 13 feet, with a mineral content of 3.16 percent.

4. In the mined areas of the American Davey mines 29 drill hole logs were analyzed. These showed a 12.8-foot face with a combined mineral content of 1.43 percent compared with the actual recovery of 3.04 percent.

5. In addition to the study of the drilling and production in the sheet ground horizon, a similar study was made of the Rees Spring horizon in the north end of the area. The drilling indicated a face of 10 feet with a mineral content of 4.5 percent. The actual mining was nearer a 12-foot face with an actual recovery of 8.31 percent.

6. During certain months of 1937, 1939 and 1940 approximately 49,000 tons of ore were mined from the north end of the sheet ground area and milled over a modern concentrator. The mining covered an average 9-foot face and three tracts were tested. The zinc concentrate averaged 60 percent zinc and the lead concentrate about 75 percent lead. The combined recovery of concentrates was 46.1 percent.



In addition to air compressors and drills, mechanical ore loaders will be installed to take the place of hand snoveling and storage battery trucks used for underground haulage

3 SURFACE HAULAGE - Some road construction will be required to deliver ore to railway haulage centers. Contracts with the railroad provide for rail transportation of most of the ore to the central mill

4 MILLING - Plans for a central concentrating plant consisting of a weighing and sampling unit, heavy media separation, gravity concentration and flotation, with a capacity of 10,000 tons in three 8-hour shifts, are proposed. A list of the required equipment exclusive of that required for coarse crushing and heavy media separation is given below. See Figure 7 for the flowsheet

- 1 Conveyor from cone mill - 24" wide
- 2 2 bucket elevators - 24"
- 3 2 screens - 5 x 10-7/16"
- 4 60 x 24" rolls - 1 set
- 5 42 x 48" 6-cell jigs - 6 required
- 6 Dewatering cones - 6 required
- 7 Smitten elevator - 24", 1 required
- 8 Esperanza classifier - 24" wide, 1 required
- 9 36 x 42" cleaner jig, 2 required
- 10 Chat elevator - 24", 1 required
- 11 Chat screens - 48", 2 required
- 12 Chat rolls - 60 x 24", 1 set required
- 13 Chat dewaterer - 24" - 20"
- 14 4-cell St Joe classifier
- 15 Chat concentrating tables, 8 required
- 16 Table tailing elevator - 24"
- 17 Tailing dewaterer screen - 4' 4" - 28'
- 18 Tailing sample cutter
- 19 Tailing conveyor
- 20 Table micoaling elevator - 24"
- 21 Micoaling screen - 4 x 10
- 22 Micoaling drag - 24 - 20, 1 required
- 23 St Joe classifier, 1 required
- 24 Coarse tables, 8 required
- 25 Master Esperanza classifier
- 26 Sand elevator - 24"
- 27 Sand screen - 5 x 10, 1 required
- 28 Sand drag
- 29 Ball mill
- 29-A Ball mill
- 30 Sand classifier
- 31 Fine sand tables
- 32 Lead middling table, 1 required
- 33 Lead micoaling pump
- 34 Zinc micoaling table
- 35 Zinc micoaling pump

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- 36 Dorr Thickener 3 - 65' 0" required
- 37 Diaphragm pump, 3 required
38. Wilfley pump, 3 required
- 39 Lead float cells, 8 required
- 40 Lead pump
- 41 Lead filter
- 42 Lead concentrate car
- 43 Zinc float cells, 14 required
- 44 Float sample cutter
- 45 Wilfley tailing pump
- 46 Zinc concentrate pump - Wilfley
- 47 Zinc filters
48. Zinc float concentrate - conveyor
- 49 Zinc float conveyor
- 50 Table concentrate dewaterer
- 51 Coarse concentrate conveyor

5 POWER - From the power lines of the Empire District Electric Company will come the power for all departments of the operations. Approximately 15 miles of pole-line will be necessary to reach the different pump and shaft stations and central mill.

#### ESTIMATED CAPITAL REQUIREMENTS

The total estimated capital requirements are \$2,387,953, distributed as follows:

1. Pumping equipment and initial drainage	\$ 155,000
2 Surface equipment for mining	285,800
3 Underground mining equipment	575,686
4 Preliminary mine development	90,000
5 Surface haulage construction	40,000
6 Concentrating plant	941,467
7 Working capital	300,000
<b>Total</b>	<b>\$2,387,953</b>

The details on the above distribution are:

1 Pumping Equipment	
17- 9-inch turbine pumps, direct motor driven with all fittings, pipe, etc - 26,000 GPM delivered	\$ 62,682
Installation, including shaft repairs	17,000
Surface drainage ditch repairs	22,500
	<u>102,182</u>
Pumping power and labor for six months	52,818
<b>Total pumping cost</b>	<b>\$ 155,000</b>

BI 000010394



FIG-7-FLOW SHEET-WEBB CITY CENTRAL MILL

## 2 Surface Equipment for Mining

12 hoists at \$2,000	\$ 24,000
12 hoppers and derricks at \$6,000	72,000
Electrical equipment	100,000
Ten 3/4-ton pick-up trucks	9,000
Two 3-1/2-ton trucks with winch	4,600
Two 5-ton trucks with winch	6,200
12 change houses at \$2,500	30,000
1 complete blacksmith shop and machine shop	25,000
1 bit and steel shop	6,000
1 electrical shop	6,000
Miscellaneous equipment	3,000
	<u>\$285,800</u>

## 3 Equipment for Underground Mining:

105 D-505-4-30" crank-air drills at \$620	\$ 65,550
105 machine accessories, hose fittings, posts, tripods, etc	27,806
30 tons drill steel at 13 5 cents	8,100
25 48" drag ramp electric loaders	100,000
25 utility hoists (tuggers) for above	49,300
39 electric trucks	117,000
26 steel trailers	78,000
60 1450-pound cans at \$24	1,440
12 miscellaneous each shaft at \$350	4,200
10 jack-hammers at \$180	1,800
30 type 40-75 M H portable com- pressors, dual control at \$2,880	86,400
10 type 40-90 M portable compressors, dual control at \$3,429	34,290
10 air receivers at \$180	1,800
	<u>\$ 575,686</u>

## 4 Preliminary Mine Development:

Cleaning up around bottom operating shafts, etc	\$ 6,000
Underground ramps, hoppers, rails, etc.	20,000
Construction of battery charging stations	14,000
Preparing underground haulage ways and testing mine faces	50,000
	<u>\$ 90,000</u>

96010000



## 5 Surface Haulage Construction

Road construction and repairs to existing roads	\$ 3,000
Loading ramp in north end of area	17,000
Construction of railroad spurs, turn-outs and load sidings	<u>20,000</u>
Total	\$ 40,000

## 6. Concentrating Plant

Cleaning and grading plant site	1,000
Construction pond and slime pond	5,000
Sinking deep well, pump and tank	19,000
Excavation of primary storage hopper (5,410 cubic yards)	5,000
Construction of 6-reinforced concrete storage hoppers, 500 tons capacity each	48,400
Excavation of secondary storage hoppers	4,000
Construction of re-inforced concrete hoppers	22,000
Material, machinery and installation cost of heavy media plant as proposed contract of American Cyanamid Co.	100,000
Material, construction cost of three 75-foot Door thickeners	30,000
Mill equipment, motors, machinery, etc	386,067
Material for mill buildings, erection cost and installation of machinery cost	<u>330,000</u>
Total	941,467

## 7 Working Capital Requirements:

Deposit on electrical transmission lines, transformers, which is returned at 10 percent on monthly current consumption	175,000
Two months working capital (labor, supplies and power)	110,000
Exploration fund over period of one year (lease obligation)	<u>15,000</u>
Total	\$ 300,000

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### PROPOSED EXPLORATION BY THE BUREAU OF MINES

In addition to the estimated ore reserves, there is evidence that an additional 16,000,000 tons may be developed through exploration by churn drilling.

Approximately 1,000 drill logs are now available, most of which can be definitely located in the field. Preliminary studies have been made of groups of holes in exploited areas to ascertain how close the indicated values in the holes checked with actual ore extraction, but there is still much to learn of unexploited reserves in roofs and floors over large areas. The study of this group of drill logs also indicates that the Reed Springs formation has been neglected as a promising source of new ore reserves in the Webb City district. The levels discovered in the Reeds Springs formation by drilling and subsequently worked by the Oronogo Mutual and D. C. and E. Companies indicate orebodies of the "long run" type from 100 to 200 feet wide and from 8 to 13 feet thick which show combined concentrate recoveries of from 6 to 11 percent, and such orebodies cannot be passed over as unimportant at this time. So far, the evidence points to the location of such orebodies along zones of fracturing and beneath well mineralized orebodies in the upper horizons. Planned drilling with relation to fracture zones and known horizons of rich ore in the upper horizons offers possibilities of giving the district not only additional reserves and longer life but ores with a higher content of zinc and lead than in the sheet ground reserves.

In addition to the above program there are numerous areas that have been classed as probable blocks of "sheet ground" where additional drilling is required to bring it into the developed class. There are hundreds of acres in the mineralized belt that have never been drilled.

The Bureau of Mines proposes to undertake an exploratory program planned in relation to known factors of previous drilling, mine workings and the local geological features for at least 50,000 feet of churn drilling. The estimated cost of this initial program, based on employing 10 drills and completing the project in one year is \$100,000, distributed as follows

Engineering and Clerical:		
1 Project engineer	\$3,800	
1 Surveyor - draftsman	2,400	
1 Clerk-stenographer	1,440	7,640
Labor (Samplers and others)		7,200
Traveling expenses		2,500
Supplies and equipment		2,500
Freight and express		750
Churn drilling - 50,000 ft. at \$1.50		75,000
Reserve for contingencies		4,400
Total		100,000

860100001

## SCHEDULE OF OPERATIONS

Initial work on this project is the installation of power units and pumps. A three-month period is sufficient to install all 17 pumps. A six-month period is allowed for complete dewatering of the district but certain areas will be available for mining operations within four months after pumping is started. Construction of the concentrating plant should be started immediately, and it is estimated that the mill could be completed in nine months. All other work and installation of machinery in mines can be completed during the construction period of the mill. By starting on March 1, production of new zinc and lead should start on January 1, 1944.

## PRODUCTION RATE

The proposed rate of production is 10,000 tons daily for 350 days during the year, giving a total of 3,500,000 tons over a period of 5.389 years starting January 1, 1944. The yearly production of metals is estimated at 51,455 tons of zinc in 85,759 tons of 60 percent zinc concentrate and 9,678 tons of lead in 12,251 tons of 79 percent lead concentrate.

## ESTIMATED COSTS OF OPERATIONS

On the foregoing production basis, the estimated cost of operations, exclusive of royalty, but inclusive of amortization charges without interest on the initial investment, is \$1.93 a ton, distributed as follows:

			Cost a Ton
Pumping			\$0.03
Mining			1.00
	Ore breaking	0.70	
	Machine loading	0.15	
	Mine haulage	0.06	
	Hoisting	0.09	
Surface haulage			0.21
Concentrating			0.41
	Screening	0.04	
	Milling	0.37	
Exploration			0.02
Insurance			0.05
Overhead and reserve for contingencies			0.08
Amortization of \$2,387,953 on 18,863,530 tons of ore (Without interest)			0.13
TOTAL. .			\$1.93

With a ratio of concentration of 35.7 to 1, the operating cost per ton of combined concentrates is \$68.09 a ton.

## CONCLUSIONS

Based on the evidence obtained from field research, the accumulated experience of engineers, mine operators, and superintendents, and the records of production and recoveries, the Bureau of Mines concludes that:

1. There are available reserves of 18,863,530 tons of ore from which modern mills operating at 80 to 85 percent efficiency can recover 1.469 percent zinc a ton in 60 percent zinc concentrate and 0.276 percent lead a ton in 79 percent lead concentrate.

2. The developments of 146 former operating companies have opened sufficient shafts and 38.4 miles of mine faces so that 10,000 tons of ore may be mined daily over a period of 5.389 years

3. The anticipated yearly production of new zinc and lead based on smelting efficiencies of 90 percent and 98 percent, respectively, for zinc and lead is 46,311 tons of zinc and 9,484 tons of lead, starting early in 1944

4. In view of the requirements for new zinc and the rapid depletion of other reserves in the Tri-State district, the exploitation of the sheet ground deposits in the Webb City district is essential and all possible assistance should be given to the sponsors of this project.

Coincident with the drainage of the district, the Bureau of Mines plans to explore certain areas with the aim of developing higher grade ores for immediate production.

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PARTIAL BIBLIOGRAPHY

1. Siebenthal, C E , "Origin of the Zinc and Lead Deposits of the Joplin Region", Missouri, Kansas and Oklahoma, Geological Survey Bulletin 606

2. Buckley, E. R and Buehler, H. A., "The Geology of the Granby Area", Missouri Bureau of Geology and Mines, Vol. 4, 2nd Series.

3. Fowler, George N , and Lyden, J. P., "The Ore Deposits of the Tri-State District. (Missouri, Kansas and Oklahoma)" A.I.M.E. Technical Paper, 446-1, Vol 39, January, 1932

4. Jackson, C F , Knaebel, J. B., and Wright, C A., "Lead and Zinc Mining and Milling in the United States - Current Practices and Costs," Bureau of Mines Bulletin 381, 1935.

5. Missouri State Geological Survey, Winslow, Volume 7, Old Series.

6 Joplin Folio, U S. Geological Survey, No. 148

7. Topographic Sheets, U. S. Geological Survey, Joplin Quadrangle.

8 Missouri State Geological Survey, District Geological Maps.

BRCC0010401

BROWN & ROOT INC  
HOUSTON TEXAS

February 22, 1943.

Mr. A. E. Kipps  
War Production Board, Zinc Branch  
Temporary B, Room-1814  
Washington, D. C.

Dear Mr. Kipps:

Confirming your request for a percentage breakdown of Critical Material required on the Zinc Plant for the Webb City Area, we find that 35.3% of dollar value comes in this category.

We have submitted our list of Equipment to the Priority Division of the War Production Board and they feel we have cut our figures to the limit and the Final sub-division of Critical Material is as follows:

Pumps.....	\$ 13,600
Underground.....	213,029
Surface.....	54,200
Mill..	164,525
Transmission Lines.....	<u>50,000</u>

\$ 495,365

The above represents 35.3% of our Total Estimate of the Project.

We feel that this is the figure you were desirous of obtaining.

Yours very truly,

BROWN & ROOT, INC.

By: \_\_\_\_\_  
D'Arcy Cashin, Agent.

4, 6, 11  
EI 000010402

March 16, 1942

Mr. D'Arcy E. Cuthin  
Mayflower Hotel  
Washington, D. C.

Dear D'Arcy:

Enclosed find financial statement of Brown & Root, Inc.  
as of June 30, 1942.

You will note it states Austin, Texas because it is a  
Texas Corporation and Austin, Texas was given as the home office  
originally and has never been changed. Even in fact the home  
office is Houston, Texas.

The December 31, 1942 statement is not put as it is  
being held up for renegotiations and any other corrections. Will  
probably have one in about thirty days, but the net worth will not  
change much in this because of the higher taxes.

Personal regards,

Yours very truly,

George R. Brown

UNCLAS  
Info

BR 000010373

**CLASS OF SERVICE**

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

BY DIRECT WIRE FROM

**WESTERN  
UNION**

1223

**SYMBOLS**

DL = Day Letter  
NT = Overnight Telegram  
LC = Deferred Cable  
NLT = Cable Night Letter  
Ship Radiogram

A. N. WILLIAMS  
PRESIDENT

NEWCOMB CARLTON  
CHAIRMAN OF THE BOARD

J. C. WILLEVER  
FIRST VICE-PRESIDENT

**MAR 16 1943**

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

**WUC1 24 NL=WASHINGTON DC MAR 15****GEORGE R BROWN, CARE BROWN AND ROOT INC.**

**PLEASE SEND ME A RECENT FINANCIAL STATEMENT  
OF BROWN & ROOT FOR DEFENSE PLANT ALSO ADVISE ME WHERE  
COMPANY WAS INCORPORATED WE ARE PROGRESSING=**

**D M CASHIN.****BF 000010374****805A.**



Mr George R Brown

COPY FOR \_\_\_\_\_

October 6, 1945

Mr. Harvey J. Gunderson  
Executive Director  
Office of Metals Reserve  
Reconstruction Finance Corporation  
Washington 25, D. C.

Dear Mr. Gunderson:

Enclosed are two signed copies of letter agreement dated August 24, 1945, between Reconstruction Finance Corporation and Brown & Root, Inc., D'Arcy M. Cashin, and George R. Brown. This agreement has been executed by all interested parties.

Also enclosed are two copies of a letter addressed to you by our Company, as requested in paragraph six on page two of the foregoing letter agreement.

Please acknowledge receipt of these enclosures.

Very truly yours,

  
President

HJY:LJ

Enc.

cc Messrs. George R. Brown  
D'Arcy M. Cashin  
Paul R. Bradley  
W. H. Payne  
Brown & Root, Inc.

BF 000010613 -

Copy For Brown & Root, Inc.

October 6, 1945

Mr. Harvey J. Gundersen  
Executive Director  
Office of Metals Reserve  
Reconstruction Finance Corporation  
Washington 25, D. C.

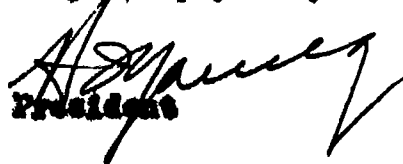
Dear Mr. Gundersen:

Enclosed are two signed copies of letter agreement dated August 24, 1945, between Reconstruction Finance Corporation and Brown & Root, Inc., D'Arcy M. Cashin, and George E. Brown. This agreement has been executed by all interested parties.

Also enclosed are two copies of a letter addressed to you by our Company, as requested in paragraph six on page two of the foregoing letter agreement.

Please acknowledge receipt of these enclosures.

Very truly yours,

  
President

HTY:LF

Enc.

cc Messrs. George E. Brown  
D'Arcy M. Cashin  
Paul E. Bradley  
W. E. Payne  
Brown & Root, Inc.

BI 000010614

October 6, 1945

Mr. D'Arcy M. Cashin  
705 National Standard Building  
Houston, Texas

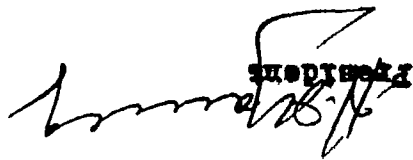
Dear Mr. Cashin:

I have your letter of October 1, and I have also received from Mr. Paul E. Bradley suggested form of letter to write to the Reconstruction Finance Corporation.

Attached is a copy of a letter to Mr. Harvey J. Gunderson, Executive Director of the Reconstruction Finance Corporation, transmitting the two signed copies of agreement you have prepared; also, a copy of letter our company has mailed setting forth the American Zinc's position. I trust you will find these enclosures entirely satisfactory.

Kindest regards.

Very truly yours,

  
President

HR:LL

Enc.

cc Messrs. George R. Brown  
Paul E. Bradley  
W. M. Payne  
Brown & Root, Inc.

008640

BI 000010612

COPY FOR Brown & Root, Inc

October 6, 1945

Mr. D'Arcy M. Cashin  
705 National Standard Building  
Houston, Texas

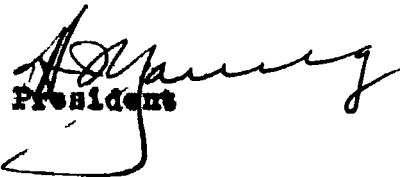
Dear Mr. Cashin:

I have your letter of October 1, and I have also received from Mr. Paul E. Bradley suggested form of letter to write to the Reconstruction Finance Corporation.

Attached is a copy of a letter to Mr. Harvey J. Gunderson, Executive Director of the Reconstruction Finance Corporation, transmitting the two signed copies of agreement you have prepared; also, a copy of letter our Company has mailed setting forth the American Zinc's position. I trust you will find these enclosures entirely satisfactory.

Kindest regards.

Very truly yours,

  
President

HIV:LJ

Enc.

cc Messrs. George R. Brown  
Paul E. Bradley  
W. H. Payne  
Brown & Root, Inc.

El 000010615 ,

COPY FOR Mr George R Brown

October 6, 1945

Mr. Harvey J. Gunderson  
Executive Director  
Office of Metals Reserve  
Reconstruction Finance Corporation  
Washington 25, D. C.

Re: Letter agreement dated June 23, 1944, between Metals Reserve Company and D'Arcy M. Gashin and George R. Brown, as amended by letter agreement dated August 24, 1945, between Reconstruction Finance Corporation and Brown & Root, Inc., D'Arcy M. Gashin and George R. Brown.

Dear Mr. Gunderson:

With respect to the above captioned letter agreements, you are advised that while American Zinc, Lead and Smelting Company, under its contract with Brown & Root, Inc., is vested with management and control of operations on the leases described in Exhibit A attached to the above-mentioned letter agreement of August 24, 1945, title to said leases remains in the name of Brown & Root, Inc., for the joint account of the parties to the contract. However, American Zinc, Lead and Smelting Company is willing to, and hereby does, agree that any interest in said leases to which it is now or may hereafter be entitled shall be subject to the above-captioned letter agreements, and that it will, so long as it controls the mining of said leases, observe and comply with the provisions on said agreements as to any payments required to be made thereunder to Reconstruction Finance Company from production or profits arising from mining on said leases.

American Zinc, Lead and Smelting Company does further agree that Reconstruction Finance Corporation shall not incur any financial or other liability or responsibility to this Company by reason of any of its operations on said leases, and that all such operations have been and will hereafter be prosecuted solely upon the initiative of this Company without any request

BT 000010623



COPY FOR Brown & Root, Inc

October 6, 1945

Mr. Harvey J. Gunderson  
Executive Director  
Office of Metals Reserve  
Reconstruction Finance Corporation  
Washington 25, D. C.

Re: Letter agreement dated June 23, 1944, between Metals Reserve Company and D'Arcy M. Gashin and George E. Brown, as amended by letter agreement dated August 24, 1945, between Reconstruction Finance Corporation and Brown & Root, Inc., D'Arcy M. Gashin and George E. Brown.

Dear Mr. Gunderson:

With respect to the above captioned letter agreements, you are advised that while American Zinc, Lead and Smelting Company, under its contract with Brown & Root, Inc., is vested with management and control of operations on the leases described in Exhibit A attached to the above-mentioned letter agreement of August 24, 1945, title to said leases remains in the name of Brown & Root, Inc., for the joint account of the parties to the contract. However, American Zinc, Lead and Smelting Company is willing to, and hereby does, agree that any interest in said leases to which it is now or may hereafter be entitled shall be subject to the above-captioned letter agreements, and that it will, so long as it controls the mining of said leases, observe and comply with the provisions on said agreements as to any payments required to be made thereunder to Reconstruction Finance Company from production or profits arising from mining on said leases.

American Zinc, Lead and Smelting Company does further agree that Reconstruction Finance Corporation shall not incur any financial or other liability or responsibility to this Company by reason of any of its operations on said leases, and that all such operations have been and will hereafter be prosecuted solely upon the initiative of this Company without any request

BT 000010618

Mr. Harvey J. Gunderson

No. -2-

October 6, 1945

or solisitation of any kind from or by Metals Reserve Company  
or Reconstruction Finance Corporation in connection therewith.

Very truly yours,

AMERICAN ZINC, LEAD AND SMELTING COMPANY

MYT:LF

*H. J. Gandy*  
President

Blind copies Messrs. George R. Brown  
D'Arcy M. Cashin  
Paul E. Bradley  
W. M. Payne  
Brown & Root, Inc.

EH 000010619



# American Zinc, Lead and Smelting Company

HOWARD I YOUNG  
PRESIDENT

1600 PAUL BROWN BUILDING  
SAINT LOUIS 1 MISSOURI

September 10, 1945

Mr. George R. Brown  
Brown & Root, Inc.  
Post Office Box No. 3  
Houston, Texas

Dear Mr. Brown:

Thank you for your letter of August 30, 1945, addressed to our Company, through which you guarantee the faithful performance of the contract we are entering into with Brown & Root, Inc., under date of August 20, 1945.

Very truly yours,

HIY LJ

  
President

BT 0000106-3

*A*

# American Zinc, Lead and Smelting Company

HOWARD I. YOUNG  
PRESIDENT

1600 PAUL BROWN BUILDING  
SAINT LOUIS 1 MISSOURI

September 10, 1945

Mr J T. Duke  
Brown & Root, Inc.  
Post Office Box No. 3  
Houston, Texas

Dear Mr Duke

Thank you for your letter of August 30 with which you enclosed four signed and attested copies of the contract between our Company and Brown & Root, Inc., dated August 20, 1945. We have had these copies executed, and return two signed copies for your file.

Attached to each copy of the contract is a copy of guaranty letter signed by George R. Brown dated August 30, 1945.

Very truly yours,

HIY LJ

*Howard I. Young*  
President

*File in vault  
"contract  
Agreements"*

BT 000010624

OFFICE MEMO  
BROWN & ROOT, INC.

To: Mr. Herman Jones - Austin  
From: Houston Office  
Subject:

Date August 11, 1945

Returned herewith is your file copy of the proposed contract with the American, Zinc, Lead and Smelting Company, which you left with Mr. Duke. Mr. Cashin called me this morning just after I received your letter of the 10th. I asked him about the other copy of the contract as I knew it wasn't in this office. He has the fourth copy so we won't need your copy.

Thanking you for your help and wanting you to know I'm sorry I put you to this trouble,

Leona Elliott

/lme  
Enc.

BF 000010625

BEN H POWELL  
A J WIRTZ  
J A RAUHUT  
W S GIDEON  
BEN H POWELL JR  
HERMAN JONES  
GEORGE W LEONARD JR

LAW OFFICES  
**POWELL WIRTZ RAUHUT & GIDEON**  
BROWN BUILDING  
P O BOX 83  
AUSTIN (1) TEXAS

August 10, 1945

Miss Leonora Elliott  
c/o Brown & Root, Inc  
P O Box No 3  
Houston 1, Texas

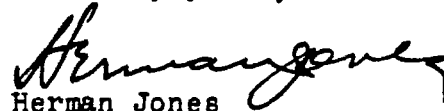
Dear Miss Elliott:

After talking to you yesterday concerning the zinc contract, I left our file copy in Mr Duke's box so that it would be available if needed.

Upon my return to the office, Mrs Bredt informs me that there were four copies for execution, in addition to the copy which she had marked for our file. You are entirely welcome to use the copy which I left with Mr Duke, and I am writing this note only to advise you that there should be in the Houston office four copies, in addition to the file copy left by me.

We should like to have a copy of the contract for our file, and will appreciate your sending us one if the contracts are hereafter photostated.

Sincerely yours,

  
Herman Jones

FJ ob

BI 000010026

May  
Elliott

BEN H POWELL  
A J WIRTZ  
J A RAUHUT  
W S GIDEON  
BEN H POWELL JR  
HERMAN JONES  
GEORGE W LEONARD JR

LAW OFFICES  
POWELL WIRTZ RAUHUT & GIDEON  
BROWN BUILDING  
P O BOX 63  
AUSTIN 11 TEXAS

Friday a.m. -

Dear Jim -

Miss Elliott called me late yesterday and stated that she had only 3 copies of the zinc contract while it was to be recanted in quadruplicate. I am, therefore, enclosing a copy of the contract which Mrs Budt had marked as our file copy. I brought it with me thinking there were sufficient copies without it. However, since Miss E called, I have checked Bradley's letter of transmittal & it states that only 4 copies were enclosed, so I guess we will have to rely upon photostats for file copies. See you soon.

Herman

B' 000010657

Charge to the account of

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

1206

A. N. WILLIAMS  
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram subject to the terms on back hereof which are hereby agreed to

A, LJ281 25 WUX ST LOUIS MO 28 2149

1945 JUL 28 PM 2.24

D'ARCY M CASHIN

705 NATIONAL STANDARDS BLDG HOU

HAVE TALKED WITH INMAN ASKING HIM HAVE DRILL LINED UP TO BE MOVED TO  
CARTHAGE AREA TUESDAY PROVIDED I HEAR FAVORABLY FROM YOU OVER WEEKEND

HOWARD X. YOUNG.

COPY

BR000010629

FOR VICTORY  
BUY  
WAR BONDS  
TODAY

AMERICAN ZINC, LEAD AND SMELTING COMPANY  
1600 Paul Brown Bldg  
St Louis 1, Missouri  
July 26, 1945

Mr D'Arcy M Cashin  
705 National Standard Building  
Houston, Texas

Dear Mr Cashin:

Our Tri-State Manager, Mr J J Inman, has advised me of his discussions and examination with you of the South Carthage area, which comprises 80 acres of land owned by Dr Hull, of Joplin, described as the North Half ( $n\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 29, Township 28, Range 31, on which you have a ten-year 5 per cent lease that requires that development work be started within ninety days of July 6, 1945

Mr Inman has recommended that we join with you in the development and operation of this property

Our Company will be pleased to enter into a supplemental agreement to include the 80 acres in the agreement we are now negotiating on the Wallower-Weymann and Jack Bin tracts, except that none of the monies received from the operation of this property are to be paid to Metals Reserve, as this acreage is not included in the contracts you have with that government agency

After you have discussed this matter with your principals, I shall appreciate your further advice

Very truly yours,

H I Young

President

HIY:LJ

cc Messrs J J Inman  
Geo W Roddewig  
W N Payne

C O P Y

BI 036046832

**PAUL E BRADLEY  
JOPLIN MISSOURI**

**LAW OFFICES  
232 4 MCKINLEY BLDG**

**July 24, 1945**

**Senator Alvin J. Wirtz  
Powell, Wirtz, Raubut & Gideon  
Brown Building  
P. O. Box 45  
Austin 1, Texas**

**Dear Senator:**

**Re: Brown & Root Contract**

This morning Mr. Inman and I conferred with Mr. Cashin in regard to yours of the 12th and Mr. Young's letter of the 23rd, copy of which was sent to you. Subject to the approval of yourself and our respective principals, we have agreed as follows:

1. To change the first recital of the contract so as to specifically cover and include the "Jack Bin."

2. To change Paragraph 1 of the contract, so that the latter part of it would refer to both areas instead of both leases. This change is made necessary by reason of the change in the preamble.

3. To change Paragraph 8 to make the provision regarding working capital sufficient to cover all contingencies.

4. To change Paragraph 10 so as to give to both parties the right to contribute property in lieu of cash.

5. To change Paragraph 12 to provide that the accountants shall be selected by AMERICAN and approved by BROWN & ROOT.

6. To change Paragraph 17 so as to provide that matters of general policy shall be settled by mutual agreement. I do not think this change in any way conflicts with #14 which provides for management by American.

**BR000010623**



Senator Alvin J. Wirtz

- 2 -

July 24, 1945

7. To change Paragraph 21 in accordance with your suggestions. However, it is understood Brown & Root will furnish statement of the amounts expended by them, supported by auditor's certificate, and then Mr. Cashin and Mr. Young will agree as to the specific figure to be inserted in this paragraph. I understand the exact amount of Brown & Root's expenditures is not to be used in this paragraph, but that an approximate amount in round figures is to be used after your client's statement has been submitted.

8. To change Paragraph 22 to eliminate the provision for contributions to take care of operating losses. As you state, Paragraph 8 can be strengthened to cover this subject and as now submitted I believe it is ample. We have thought it best to leave the balance of this Paragraph 22 as written, as it is very definite in defining losses and profits.

After further discussion it was decided to leave Paragraph 24 as written. We fail to see how the joint enterprise can make a report, since it is not a partnership and neither is it a corporation. My principals are insistent on the retention of this paragraph and in view of their extensive experience in similar ventures, I trust your auditor will be able to go along with us. If he is not, will you have him submit his estimate of a proper substitute.

I am enclosing copies of the above mentioned paragraphs as I have changed them. Mr. Cashin has not seen these amended paragraphs as he stated he was going to Houston from where he will contact you. I am mailing him two copies of the amended paragraphs and trust that they will meet with the approval of Mr. Cashin and yourself. If you desire any modifications of the substitute paragraphs or other changes in the contract, will you please phone me or let me know and I will call you. I believe we have met most of your suggestions and if we have not done so satisfactorily, we will be happy to try again.

With kindest regards,

Very truly yours,

*Paul Broderick*

PEB:mab

CC to Mr. Cashin w/Enos  
Mr. Young w/Enos  
Mr. Payne w/Enos

BF 000010634

Change first recital on page 1 of contract to read as follows:

"WHEREAS, BROWN & ROOT is the owner and holder of mining leases covering two certain mining areas of land in the Webb City-Carterville Mining District in Jasper County, Missouri, one of which areas is commonly referred to as the "Hoyman-Wallower" and the other of which is commonly referred to as the "Jack Bin," a description of said leases and of the lands covered thereby, to the extent such lands are included within and covered by this contract, is hereto attached, marked Exhibit "A", and made a part hereof, and, "

BI 000010635

Change Paragraph 1 of the contract to read as follows:

"1. BROWN & ROOT hereby grants to AMERICAN the right to enter the lands covered by said leases, and to carry on exploration by drilling or otherwise, to determine the extent and kind of ores therein. AMERICAN agrees to commence said prospecting within \_\_\_\_\_ days from the date hereof and to carry on the same continuously and in good faith, delays caused by accidents, strikes, governmental regulation or interference, or other cause beyond the control of AMERICAN, excepted, it being agreed that AMERICAN shall not be required to conduct exploration work on both of said areas simultaneously unless mutually agreed between the parties."

BI 00001-626

Change Paragraph 8 of the contract to read as follows:

"8. At the beginning of the operating period, AMERICAN shall open a separate bank account for the enterprise and a complete set of books will likewise be opened to maintain all of the accounts of the enterprise. First and second parties will, as requested, make such cash advances to AMERICAN from time to time during development and operating periods as are required to supply the enterprise with adequate working capital. Any balance of unexpended and unobligated funds contributed by the parties and on hand at the beginning of the operating period shall be deposited in such separate bank account."

EF 000016837

Change Paragraph 10 of the contract to read as follows:

"10. Either party shall have the right to contribute equipment, machinery, or a concentrating plant, or a part thereof, in lieu of contributing cash, provided such property or equipment is suitable for the operation and further provided the value of such property is first agreed upon by the parties hereto, and if said parties shall be unable to agree as to the value of any such property so contributed, then the value thereof shall be determined by a disinterested third party to be agreed upon by the parties hereto. "

BF 000010628

Change Paragraph 12 to read as follows:

"12. AMERICAN shall also annually and not later than March 10th in each year cause to be furnished to BROWN & ROOT in writing a statement prepared and signed by an independent firm of certified public accountants of recognized standing, showing the results of operations during the preceding calendar year, the cost of which statement shall be an expense of the enterprise, such accountants to be selected by AMERICAN and to be approved by BROWN & ROOT. Said annual statement shall contain any adjustments necessary or required for closing the year's business and not fully and completely reflected in monthly or quarterly reports for the year. In the event that BROWN & ROOT has not questioned said audited statement, or made objections thereto within a period of six months from the day upon which such statement is furnished to BROWN & ROOT, it will be conclusively presumed that such audited statement is correct and is satisfactory in every respect to BROWN & ROOT."

ER000010679

Change Paragraph 17 of the contract to read as follows:

"17. The parties hereto, by and through their duly authorized representatives, will confer monthly, quarterly, or at such other times, as may be agreed upon between said parties, and all matters of general policy nature, such as, but not limited to, type of mining, that is, whether open-pit or room and pillar method, size and type of concentrating plant, type of dirt-moving equipment to be installed and used, allocation of funds, and other matters of general policy nature relative to the development and mining of the property, shall be settled by the mutual agreement of the parties."

EF 000010640

Change Paragraph 21 of the contract to read as follows:

"21. It is understood by the parties hereto that the operating profits shall be divided between AMERICAN and BROWN & ROOT as follows:

To AMERICAN in the proportion that the amount expended by it hereunder shall bear to the total amount expended by both parties hereunder plus the amount of \_\_\_\_\_ Dollars, and to BROWN & ROOT in the proportion that the amount expended by it hereunder plus said sum of \_\_\_\_\_ Dollars shall bear to the total amount expended by both parties hereunder plus said amount of \_\_\_\_\_ Dollars, until both parties shall have received an amount equal to their respective expenditures hereunder (and in the case of BROWN & ROOT the additional sum of \_\_\_\_\_ Dollars), and thereafter said operating profits shall be equally divided between the parties hereto."

BI COCO.6641



Change Paragraph 22 of the contract to read as follows:

"22. The operating profits or losses of the enterprise shall be determined monthly and distribution of profits shall be made quarterly. Payment of profits to the parties shall be made at the time the statement for the last month of the calendar quarter is furnished by AMERICAN to BROWN & ROOT. Operating profit or operating loss, as the case may be, shall be the difference between the total income received by the enterprise and the total operating costs of the enterprise. Operating costs shall include every cost, expense or liability which AMERICAN may incur or for which it may become liable or responsible because of the operation of the enterprise or because of the existence, possession, use, maintenance, and operation of the leased property and of the mine, mill, or other plants or equipment constructed or operated in connection therewith or because of the extraction or production of minerals therefrom and in the transportation, handling or otherwise servicing the products produced therefrom, including therein the management fee of AMERICAN and other expenses specifically provided for in Paragraphs 14 and 15 hereof. Any premiums paid by any governmental agency on account of concentrates produced from said properties shall be considered a part of the gross income from the sale of concentrates."

BT C00010612

1600 Paul Brown Building  
St Louis 1, Missouri  
July 23, 1945

Mr Paul E Bradley  
McKinley Building  
Joplin, Missouri

Re Brown-Root Contract

Dear Paul:

I have a copy of Senator Wirtz' letter to you of July 12 relative to proposed contract between Brown & Root, Inc and the American Zinc, Lead and Smelting Company covering the Wallower-Weymann and Jack Bin leases now held by party of the first part

I will reply to the items suggested in the order they appear in the letter:

1 It will be entirely satisfactory to change paragraph 10 so that both parties have the right to contribute equipment and such machinery as we find can be used in the operation

2 In paragraph 12 it will be entirely satisfactory after the word "enterprise" to add "auditors selected by the American Company shall be approved by Brown & Root"

3 I am not familiar with the type of joint ventures referred to by Senator Wirtz We have had a great deal of experience in operating properties in the mining industry, and it is absolutely necessary that some party be charged with the responsibility of management, therefore, we cannot agree to the request "whereby there would be joint control of the decisions on questions of general nature"

We are perfectly willing in paragraph 17 to state that representatives of the parties will meet monthly or quarterly to discuss operating and development programs We would like for Brown & Root to designate their representative We will designate Messrs. Inman and Roddewig as our representatives

I think it advisable that we keep paragraph 16 so that Brown & Root will have an opportunity to review and approve all

L' 000010643

July 23, 1945

substantial capital expenditures

We are perfectly willing to consult with their representatives and want the benefit of their consultation and advice, but, in the end, final responsibility for management must rest with the American Company

4 I understand the first party wishes to have paragraph 21 rewritten I see no objection to rewriting this, embodying such legal wording as you and Senator Wirtz agree upon, but the distribution will be in accordance with the basis discussed and now set forth in paragraph 21

5 In our negotiations when Messrs Cashin, Roddewig, Wirtz, Inman, you, and I were present, we discussed and decided on including both the Wallower-Weymann and Jack Bin area; our reason being that the Jack Bin also offers possibilities of an open-pit operation Unless development proves that the Jack Bin is an open-pit operation, it will be of no interest to our company If Brown & Root do not desire to have it operated along with the Wallower-Weymann, we have no objection to withdrawing it from the contract It has no value to the American Company other than as stated in the foregoing

The amount set forth as past expenditures of Brown & Root was understood to represent the actual cash expenditures made by Brown and Cashin and to be between \$50,000 and \$60,000 The actual amount should be stated in paragraph 21 when it has been determined, and is to be supported by an auditor's certificate

It is entirely satisfactory to eliminate the agreement we discussed relative to Area B, which covers other leases owned by Brown & Root in the Webb City-Carterville District If we later find any of these are attractive, we will discuss a contract on these leases with Brown and Cashin You recall, however, it was our thought that inasmuch as the total monies spent by Brown and associates on the other tracts was being applied on this one property, American should have first call It is my understanding from talks with Cashin, that even though this is not set forth in the contract, in practice that is what they will do

6 I note that they say regarding making quarterly cash payments covering fifty per cent of any losses, which is in line with our agreement If they wish to change paragraph 22, it should read as follows:

EI 000010614

July 23, 1945

"The operating profits or losses of the enterprise shall be determined monthly and distribution of profits shall be made quarterly. Payment of profits to the parties shall be made at the time the statement for the last month of the calendar quarter is furnished by American to Brown & Root"

The remainder of paragraph 22 is to remain as set forth in the original contract

They should change paragraph 8 so that the meaning would be as follows:

"First and second parties will, as requested, make such cash advances to American from time to time during development and operating periods as are required to supply the enterprise with adequate working capital"

By inserting this in paragraph 8, we can, if we find the operation is on a losing basis and needs more working capital, make the request under that paragraph

7 The provisions as set forth in paragraphs 22 and 24 are based upon experience of our accounting department in similar contracts with the U S Steel Corporation and others. I know you fully appreciate our accounting department has had extensive dealings in connection with depletion and income tax and, therefore, we must insist that at least the meanings of these paragraphs be retained. If some change in the legal terminology is desirable, you and Wirtz can work that out and submit to our accounting department for review before it is embodied in the contract.

The various Federal Government agencies are so exacting in interpreting contracts, particularly relating to income taxes, that we want the privilege of reviewing any paragraph referring to this feature before it is incorporated in the agreement.

I think the foregoing gives all the information that is needed by you and Senator Wirtz to put the final contract in satisfactory form.

Very truly yours,

H I Young

President

HIY:LJ

cc Mr D'Arcy M Cashin, Connor  
Hotel, Joplin, Missouri  
Mr A J Wirtz, (Air Mail)  
Mr W N Payne

DI 0000106-5

July 19, 1945

Mr. A. J. Wirtz  
Brown Building  
Austin, Texas

Dear Alvin:

I am enclosing copy of D'Arcy's final conversation with Mr. Young. He is meeting Young in Washington today to try to work out the Metal Reserve deal in order for him to get started on this program, so I imagine we should get this contract drawn as quickly as possible.

Regards.

Very truly yours

George H. Brown

GRB:ep  
enal

BR000010646

July 19, 1945

Mr. A. J. Wirtz  
Brown Building  
Austin, Texas

Dear Alvin:

I am enclosing copy of D'Arcy's final conversation with Mr. Young. He is meeting Young in Washington today to try to work out the Metal Reserve deal in order for him to get started on this program, so I imagine we should get this contract drawn as quickly as possible.

Regards.

Very truly yours

George H. Brown

GRB:op  
encl

BR000010647

**D'ARCY M CASHIN**  
708 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

July 18, 1945

Messrs. Herman and George R Brown  
Brown & Root, Inc  
P. O. Box 3  
Houston 1, Texas

Gentlemen:

Inasmuch as I am leaving today for Washington, I may not be here when you have a conference with Senator Wirtz with reference to our present understanding with Mr Howard Young of the American Zinc Lead and Smelting Company

I have noted on a copy of Senator Wirtz' letter to Paul Bradley our final agreement with Mr. Young with reference to the questions raised by Senator Wirtz

Paragraph 1. - Mr. Young has agreed that Brown and Root shall have the same right to contribute machinery and equipment in lieu of cash for the project as the American will have.

Paragraph 2 - We have agreed with Mr Young that the auditors or certified public accountants should be selected by mutual agreement between Brown and Root and the American

Paragraph 3 - Agreed to by American.

Paragraph 4 - Agreed to by the American

Paragraph 5. - Agreed to by American with this change  
Instead of a repayment of \$75,000, Brown and Root shall receive the actual amount expended by them as shown by their auditor, however, this amount is to be expressed in figures to the nearest thousand It is my belief this might aid you in income tax matters

Paragraph 6. - Mr Young now definitely understands that the only acreage to be included in this contract is that listed in the Wallower area, that is to say, the Wallower, Wymann and Hulen leases and also 40 acres of the Connor lease with the Jack Bin as the center. In other words, phraseology of Senator Wirtz in regard to this matter will be satisfactory.

Paragraphs 6, 7 and 8 - We have agreed that the attorneys and auditors settle these questions at the time the revised contract is drawn up by Senator Wirtz and Mr Bradley

BR.0000106-18

Enclosed please find a separate copy of this letter and  
a copy of Senator Wirtz' notes which you may wish to give or for-  
ward to him

Very truly yours,

DMC fn  
Encls

---

D'Arcy M Cashin

9.06010000 EI



*For RB*

Law Offices  
POWELL, WIRTZ, RAUHUT & GIDEON  
Brown Building  
P O Box 63  
Austin 1, Texas

July 12, 1945

Mr Paul E Bradley  
232 McKinley Building  
Joplin, Missouri

Dear Mr Bradley:

Since returning from St Louis I have just now had an opportunity to review with my client the proposed contract between Brown & Root, Inc and American Zinc, Lead and Smeltering Company covering the proposed joint venture on two certain mining leases in Jasper County, Missouri. As a result of conferences with the Messrs Brown and their auditor and tax advisor I have the following suggestions to present and I am sending a copy hereof to Mr Young for his information

*Agreed to  
American*

① Paragraph 10 of the contract gives American the right to contribute equipment, machinery, etc in lieu of cash. Brown & Root desire that the contract provide for them to have like rights. After the contract was drawn I mentioned to Mr Young that my clients might desire this change and I think he expressed his willingness to meet such request if made.

*not to be  
elected by  
mutual  
agreement*

② My clients desire that the annual audit be by an independent firm of Certified Public Accountants of recognized standing, either selected or approved by Brown & Root. I think this not unreasonable in view of the fact that all records will be kept by American. In order to avoid embarrassment in rejecting an auditor it might be advisable to provide for selection in the first instance by Brown & Root.

*Agreed to  
American*

③ My clients had in mind that the agreement would conform more nearly to such joint ventures as they have previously engaged in, whereby there would be joint control of and decisions on questions of general nature, although the actual operations are conducted by one of the parties. To accomplish this it is my idea that there should be some changes in paragraphs 14 and 17 of the contract. Paragraph 14 should provide in effect that actual mining and milling operations, sales contracts and other obligations shall be conducted and made solely by and in the name of American and under its control and direction, with provision that American will furnish engineering and the other

BT 000010650

Page #2  
Mr. Paul E Bradley  
July 12, 1945

services now specified in paragraph 14 Paragraph 17 should be rewritten so as to provide in substance that the general business policies and the methods and policies in respect to development, mining, milling, sales and general overall supervision as to these matters shall be determined by mutual agreement arrived between a representative of each party at meetings from time to time as may be mutually agreed upon The rewriting of these two paragraphs might render unnecessary the provisions now contained in paragraph 16

*Agreed to by American*

④ It is highly desirable from the standpoint of my clients that paragraph 21 be reframed so that no reference be made to amounts that Brown & Root "have heretofore expended in connection with said leases " I can see no objection to rewriting that paragraph to read substantially as follows:

"It is understood by the parties hereto that the operating profits shall be divided between American and Brown & Root as follows:

*D.Ho*

"To American in the proportion that the amount expended by it hereunder shall bear to the total amount expended by both parties hereunder plus the amount of \_\_\_\_\_ dollars, and to Brown & Root in the proportion that the amount expended by it hereunder plus said sum of \_\_\_\_\_ dollars shall bear to the total amount expended by both parties hereunder plus said amount of \_\_\_\_\_ dollars, until both parties shall have received an amount equal to their respective expenditures hereunder (and in the case of Brown & Root the additional sum of \_\_\_\_\_ dollars), and thereafter said operating profits shall be equally divided between the parties hereto."

*Agreed to by American*

⑤ In this connection with the amount to be paid Brown & Root (left blank in the foregoing suggested paragraph) my clients make the following suggestion: Mr Cashin advises that your clients now desire that the Jack Bin lease be included under the contract The contract was to cover only the Wallower- Weyman leases Our clients are willing to include in the agreement forty (40) acres with the Jack Bin lease as the center, and to settle on repayment of a flat sum of \$75,000.00, under paragraph 21, with the understanding that you have no claim on the other outstanding leases The net result of this is that American would really be paying only \$37,500.00, as Brown & Root would recover one-half of the amount if they operated on a straight

*Actual amt. expended in Jack Bin lease rounded to nearest thousand dollars*

BI 000010651

Page #3  
Mr Paul E Bradley  
July 12, 1945

Have so inform as  
and state ment  
H. I. E. D. H. I.

out fifty-fifty basis. On the other hand, this does not mean that Brown & Root would not voluntarily seek the cooperation and participation of American in the development of outside leases. It is very difficult to try to write an agreement covering these outside leases, in such form as might not greatly hinder their development or their disposal by Brown & Root. Therefore, I trust this proposal will be acceptable to American

C. I.

Atty's to  
see HIE later

My clients have raised a question in respect to the provision of paragraph 22 of the contract for contributions to take care of operating losses. Since discussing the matter with them I can see no reason for such a provision. A quarterly statement might show a book loss while at the same time the enterprise might have on hand ample cash operating capital, in which case I can see no good reason why the parties should contribute further cash. Paragraph 8 provides for contributions to working capital or "working fund" and if this provision is not ample to take care of any cash requirements I think it should be strengthened rather than to provide for cash deposits to cover operating loss. In my opinion the provisions of paragraph 9 are sufficient to take care of operations.

auditors to  
Atty's to  
see HIE

Our auditor suggests that the remainder of paragraph 22 should be amended so that operating profit or operating loss "shall be the difference between the total income earned by the enterprise and the total costs incurred in operating the enterprise" and that operating costs "shall include all reasonable costs, expenses or liabilities which American may incur or for which it may become liable or responsible in the operation of the enterprise or because of its operations hereunder". It also occurs to me that the reference to paragraph 14 in the next to the last sentence in paragraph 22 should be omitted.

Atty's &  
auditors to  
see HIE

Our auditor thinks that paragraph 24 is contrary to the usual practices in a joint enterprise and is impractical in operation. It is his opinion that the Internal Revenue people will require a report from the joint venture as a separate entity and that if a report is so made and the parties then individually report their respective shares of the net income the result would be the same as if they proceeded in accordance with paragraph 24. I know that Mr. Burns had some specific objectives in mind respecting the provisions of this paragraph and he may be able to convince us that there is good reason for it remaining as written.

EF 000010652

page #4  
Mr Paul E Bradley  
July 12, 1945

⑨ If your client agrees to the changes suggested it will not be difficult for us to agree on wording to effectuate them. From my pleasant experience with you in St Louis I am convinced that we will have no difficulty in getting together.

Sincerely yours,

A J Wirtz

AJW:W

cc, Mr Howard I Young

El C3C010853

BEN H POWELL  
A J WIRTZ  
J A RAUHUT  
W S GIDEON  
BEN H POWELL JR  
HERMAN JONES  
GEORGE W LEONARD JR

LAW OFFICES  
POWELL WIRTZ RAUHUT & GIDEON  
BROWN BUILDING  
P O BOX 63  
AUSTIN (1), TEXAS

July 16, 1945

Miss Leonora Elliott  
Brown & Root, Inc.  
P. O. Box No. 3  
Houston 1, Texas

Dear Leonora

Complying with the request contained in your memorandum of July 13, I am enclosing a copy of page #3 of the letter to Mr Paul E. Bradley, dated July 12, 1945, to be inserted in the copy of the letter forwarded to you.

In order that my file copy may be complete, I shall appreciate your forwarding to me the extra copy of page #2 which was sent you through error

I'm sorry about the mix-up.

Come to see us

Sincerely,

*Olga Bredt*

Encl.

*Mr Young's copy was all right -*

E' C660206 14

BR0000010655

/s/

Leonora Elliott

Regards,

Please send us a copy of Page 22 of this letter to complete our file.

Re your letter of the 12th to Paul Bradley, you sent us two copies of page 22 and omitted page 23. Could it be that Howard Young received two copies of page 22 and page 23 was omitted?

Subject.

Houston Office

To: Senator A. J. Wills - Austin

Date July 13, 1946

OFFICE MEMO  
BROWN & ROOT, INC.

AMERICAN ZINC, LEAD AND SMELTING COMPANY  
Mine Operating, Ore Buying & Land Depts  
Joplin, Missouri  
P O Box 870

July 13, 1945

Mr D M Cashin  
705 National Standard Building  
Houston, Texas

Dear Mr Cashin

I am enclosing herewith for your study and consideration copy of Supplemental Contract in connection with the Brown and Root, Inc leases You will note this Supplement covers the acreage which is held under lease by Brown and Root but which was not included in the original or Main Agreement

I called your Mr Jones today who advised you were in Houston, so in order to expedite matters I am forwarding this Contract to your Houston address

Very truly yours,

John J Innman (signed)

District Manager

JJI:smg

Enclosure

CC Mr H I Young

C O P Y

E 000010003

Charge to the account of \_\_\_\_\_ \$

CLASS OF SERVICE DES. ED.	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

A. N. WILLIAMS  
PRESIDENT

Send the following telegram subject to the terms on back hereof which are hereby agreed to

BSAZ5 13 WUX ST LOUIS MO 13 1005A

1945 Jul 13 AM 10 52

D'ARCY M CASHIN  
705 NATIONAL STANDARD BLDG

REVISED CONTRACT NOT RECEIVED. PLEASE ADVISE BY TELEPHONE TODAY  
WHETHER ANY MATERIAL CHANGES

FOR VICTORY  
BUY  
WAR BONDS  
TODAY

HOWARD I YOUNG

COPY

BR000010662



## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays the sender of a message should order it repeated that is telegraphed back to the originating office for comparison. For this, one-half the unrepeat message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeat message and paid for as such in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for the non-delivery of any message received for transmission at the unrepeat message rate beyond the sum of five hundred dollars nor for mistakes or delays in the transmission or delivery or for non-delivery of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars unless specially valued nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery or for the non-delivery of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the maximum additional charge payable is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the filing of individual places in the filed tariffs of the Company the amount paid for the transmission of a domestic telegram for an incoming call or for a message carried by its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office as shown by the filed tariff of the Company is not operated through the agency of a railroad company within two miles of any open mail or branch office of the Company in cities or towns of 5,000 or more inhabitants where as shown by the filed tariffs of the Company the telegraph service is performed through the agency of a railroad company within one mile of the telegraph office in cities or towns of less than 5,000 inhabitants in which an office of the Company is located within one-half mile of the telegraph office. Beyond the limits also specified the Company does not undertake to make delivery but will endeavor to arrange for delivery as the agent of the sender with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety-five days after the cause of action if any shall have accrued provided, however that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 416 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing

10-42

### CLASSES OF SERVICE

#### DOMESTIC SERVICES

##### TELEGRAMS

A full-rate expedited service.

##### DAY LETTERS

A deferred service at lower than the standard telegram rates.

##### SERIALS

Messages sent in sections during the same day.

##### NIGHT LETTERS

Accepted up to 4 A.M. for delivery in the morning at rates substantially lower than the standard telegram day letter rates.

#### CABLE SERVICES

##### ORDINARIES

The standard service at full rates. Code messages consisting of five-letter groups only at a lower rate.

##### DEFERREDS

Plain-language messages, subject to being deferred in favor of full-rate messages.

##### NIGHT LETTERS

Overnight plain-language messages.

##### URGENTS

Messages taking precedence over all other messages except emergency messages.

BR000010663

Charge to the account of \_\_\_\_\_

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

1206

A. N. WILLIAMS  
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram subject to the terms on back hereof which are hereby agreed to

JULY 15, 1945

FOR VICTORY  
BUY  
WAR BONDS  
TODAY

HOWARD E. YOUNG  
AMERICAN KING LEAD AND SMELTING COMPANY  
1800 PAUL BROWN BUILDING  
ST LOUIS, MISSOURI

RETEL. JUST RECEIVED COPY OF LETTER ALREADY MAILED TO YOU AND PAUL BRADLEY  
BY SENATOR WIRTH AUSTIN OFFICE. REGARDS

D'ARCY W. CASHIN

RETRAITMENT MESSAGE  
CHARGE D. W. CASHIN

BR000010664

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unreported message rate is charged in addition. Unless otherwise indicated on its face, this is an unreported message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1 The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unreported message rate beyond the sum of five hundred dollars nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars unless specially valued nor in any case for delays arising from unavoidable interruption in the working of its lines.

2 In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3 The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.

4 Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or a night letter covers its delivery within the following limits: 1 cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company within two miles; 2 any open main or branch office of the Company in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company within one mile of the telegraph office in cities or towns of less than 5,000 inhabitants in which an office of the Company is located within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake delivery but will endeavor to arrange for delivery as the agent of the sender with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5 No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6 The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission and in the case of a interstate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety days after the cause of action if any shall have accrued provided, however that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 416 of the Communications Act of 1934.

7 It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8 Special terms governing the transmission of messages according to their classes, as enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9 No employee of the Company is authorized to vary the foregoing.

10-42

### CLASSES OF SERVICE

#### DOMESTIC SERVICES

##### TELEGRAMS

A full-rate expedited service.

##### DAY LETTERS

A deferred service at lower than the standard telegram rates.

##### SERIALS

Messages sent in sections during the day.

##### NIGHT LETTERS

Accepted up to 4 A.M. for delivery not earlier than the following morning at rates substantially lower than the standard telegram or day letter rates.

#### CABLE SERVICES

##### ORDINARIES

The standard service, at full rates. Code messages consisting of 5-4 letter groups only at a lower rate.

##### DEFERREDS

Plain-language messages, subject to being deferred in favor of full-rate messages.

##### NIGHT LETTERS

Overnight plain-language messages.

##### URGENTS

Messages taking precedence over all other messages except government messages.

BF000010665

Charge to the account of \_\_\_\_\_

CLASS OF SERVICE DES. RED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

A. N. WILLIAMS  
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram subject to the terms on back hereof which are hereby agreed to

FOR VICTORY  
BUY  
WAR BONDS  
TODAY

COPY

HSBL60 23 COLLECT WUX ST LOUIS NO 12 315P

1945 Jul 12 PM 3 54

D'ARCY M CASHIN  
705 NATIONAL STANDARDS BLDG.

THANKS WIRE. PLEASE HAVE WIRTZ SEND REVISED COPY PAUL BRADLEY JOPLIN

IF ANY MATERIAL CHANGES FROM ORIGINAL CONTRACT PLEASE CALL ME IMMEDIATELY

HOWARD I YOUNG

Telephoned Mr Geo Brown and Senator Wirts with reference to above telegram

DLN C

(July 12, 1945)

BR000010666

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays, the sender of a message should order it repeated that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeatable message and paid for as such in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatable message rate beyond the sum of five hundred dollars, nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeatable message rate beyond the sum of five thousand dollars, unless specially valued, nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message, whether caused by the negligence of the Company or otherwise, beyond the actual loss not exceeding in any event the sum of five thousand dollars at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radiogram shall be its delivery within the following limits: 1. cities, towns of 5,000 or more inhabitants where the Company has an office which as shown by the filed tariffs of the Company is performed through the agency of a railroad company within two miles of any open main or branch office of the Company in cities or towns of 5,000 or more inhabitants where as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company within one mile of the telegraph office; in cities, towns of less than 5,000 inhabitants in which an office of the Company is located within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety days after the cause of action, if any shall have accrued; provided however that either of these conditions shall apply to claims for damages or overcharges within the purview of Section 416 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

10-43

## CLASSES OF SERVICE

### DOMESTIC SERVICES

#### TELEGRAMS

A full-rate expedited service.

#### DAY LETTERS

A deferred service at lower than the standard telegram rates.

#### SERIALS

Messages sent in sections during the same day.

#### NIGHT LETTERS

Accepted up to 11 A.M. for delivery not earlier than the following morning at rates substantially lower than the standard telegram or day letter rates.

### CABLE SERVICES

#### ORDINARIES

The standard service at full rates. Odd messages, consisting of 5-letter groups only at a lower rate.

#### DEFERREDS

Plain-language messages, subject to being deferred in favor of full-rate messages.

#### NIGHT LETTERS

Overnight plain-language messages.

#### URGENTS

Messages taking precedence over all other messages except government messages.

2690100000

Charge to the account of \_\_\_\_\_

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

1206

A. N. WILLIAMS  
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram subject to the terms on back hereof which are hereby agreed to:

JULY 12, 1945

FOR VICTORY  
BUY  
WAR BONDS  
TODAY

HOWARD Y. YOUNG  
AMERICAN ZINC LEAD AND SMELTING COMPANY  
1600 PAUL BROWN BUILDING  
ST LOUIS MISSOURI

RETEL. BROWN BROTHERS HAVE GONE OVER CONTRACT. SENATOR WIRTZ WRITING YOU TODAY FROM AUSTIN  
AND ENCLOSING CONTRACT WITH REVISIONS. PLUMB HAS MAILED YOU LEASE MAPS FROM JOPLIN. REGARDS.

D'ARCY M. CASHIN

DAY LETTER  
CHARGE D.M.CASHIN

ET 000010668

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays the sender of a message should order it repeated, that is telegraphed back to the originating office for comparison. For this, only if the unreported message rate is charged in addition. Unless otherwise indicated on its face, this is an unreported message and paid for as such in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unreported-message rate beyond the sum of five hundred dollars nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the reported-message rate beyond the sum of five thousand dollars unless specially valued nor in any case for delays arising from unavoidable interruption in the working of its lines.
2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message, whether caused by the negligence of its servants or otherwise beyond the actual loss not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that he has insured the message unless greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the reported-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.
3. The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.
4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or a cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Company; in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery but will endeavor to arrange for delivery as the agent of the sender with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.
5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.
6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety-five days after the cause of action if any, shall have accrued provided however that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.
7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages according to their classes, as enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the Company is authorized to vary the foregoing.

10-43

### CLASSES OF SERVICE

#### DOMESTIC SERVICES

##### TELEGRAMS

A full-rate expedited service.

##### DAY LETTERS

A deferred service at lower than the standard telegram rates.

##### SERIALS

Messages sent in sections during the same day.

##### NIGHT LETTERS

Accepted up to 2 A.M. for delivery not earlier than the following morning at rates substantially lower than the standard telegram day letter rates.

#### CABLE SERVICES

##### ORDINARIES

The standard service at full rates. Code messages, consisting of 5-letter groups only at a lower rate.

##### DEFERREDS

Plain-language messages, subject to being deferred in favor of full-rate messages.

##### NIGHT LETTERS

Overnight plain-language messages.

##### URGENTS

Messages taking precedence over all other messages except government messages.

BR000010669

Charge to the account of \_\_\_\_\_ \$

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should mark class of service desired; otherwise the message will be transmitted as telegram or ordinary cablegram.

# WESTERN UNION

A. N. WILLIAMS  
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram subject to the terms on back hereof, which are hereby agreed to

COPY

**FOR VICTORY  
BUY  
WAR BONDS  
TODAY**

HSBJ55 45 -WUX ST LOUIS MO 11 308P

1945 Jul 11 PM 3 40

DARCY M CASHIN  
705 NATIONAL STANDARDS BLDG

RETEL. MEETING WILL BE SEVENTH. IF WE MEET WASHINGTON WILL BE NINETEENTH PLEASE  
WIRE WHETHER BROWN BROTHERS APPROVE SO THAT MAY ADVISE MEMBERS EXECUTIVE COMMITTEE AND  
THEY WILL HAVE OPPORUTNITY CONSIDER BEFORE MEETING ON SEVENTEENTH. ADVISE IF YOU HAVE  
MAILED MAPS SHOWING YOUR LEASES. REGARDS

HOWARD I YOUNG

BI 000010670



## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays the sender of a message should order it repeated that is telegraphed back to the originating office for comparison. For this one-half the unrepeat message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeat message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any message received for transmission at the unrepeat message rate beyond the sum of five hundred dollars, nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated message rate beyond the sum of five thousand dollars unless specially valued, not in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message whether caused by the negligence of its servants or otherwise, beyond the actual loss not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents in the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which as shown by the filed tariffs of the Company is not operated through the agency of a railroad company within two miles of any open main or branch office of the Company in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company within one mile of the telegraph office in cities or towns of less than 5,000 inhabitants in which an office of the Company is located within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery but will endeavor to arrange for delivery as the agent of the sender with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices and when a message is sent to such office by one of the Company's messengers he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety days after the cause of action, if any, shall have accrued provided, however that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 416 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes as enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing

10-43

### CLASSES OF SERVICE

#### DOMESTIC SERVICES

##### TELEGRAMS

A full rate expedited service.

##### DAY LETTERS

A deferred or lower rate than the standard telegram rates.

##### SERIALS

Messages sent in sections during the same day.

##### NIGHT LETTERS

Accepted up to 4 A.M. for delivery not earlier than the following morning at rates substantially lower than the standard telegram or day letter rates.

#### CABLE SERVICES

##### ORDINARIES

The standard service, at full rates. Code messages consisting of 5-letter groups only at a lower rate.

##### DEFERREDS

Plain-language messages, subject to being deferred in favor of full-rate messages.

##### NIGHT LETTERS

Overnight plain-language messages.

##### URGENTS

Messages taking precedence over all other messages except govt. or government messages.

BR000010671

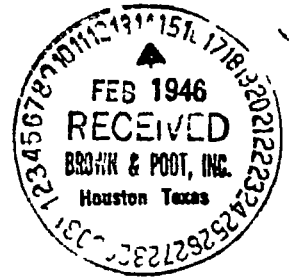
AMERICAN ZINC LEAD AND SMELTING COMPANY

MINE OPERATING ORE BUYING AND LAND DEPARTMENTS

JOPLIN MISSOURI

P O BOX 870

February 12, 1946



Brown & Root, Inc.,  
P O Box No 3,  
Houston 1, Texas

Gentlemen

We are enclosing in duplicate a statement of prospecting expenditures during the month of January 1946 on Mining Leases owned and held by you in Jasper County, Missouri

Yours very truly,

*[Signature]*  
District Manager

DR  
cc Mr H I Young  
Mr G W Roddewig  
Mr W. N. Payne  
St Louis, Mo.

BI C0C010620

AMERICAN ZINC, LEAD AND SMELTING COMPANY  
JOPLIN, MISSOURI

STATEMENT OF PROSPECTING EXPENDITURES ON MINING LEASES IN JASPER  
COUNTY, MO OWNED AND HELD BY BROWN & ROOT, INC , HOUSTON, TEXAS

Brown & Root, Inc deposit at 12-31-45

\$6,700 38

EXPENDITURES DURING THE MONTH OF JANUARY 1946

SOUTH WEBB CITY DEVELOPMENT

Weyman Investment Co. Property

SW Frac NW $\frac{1}{4}$  Sec 31-T28N-R32W

Prospect Drilling

Drill Hole No 3

283.50

Workmen's Compensation & Occupational Dis Ins.

2 84

Public Liability Insurance

.03

Assaying drill samples

7 20

293 57

P. C Wallower Property

SE $\frac{1}{4}$  NW $\frac{1}{4}$  & NE $\frac{1}{4}$  SW $\frac{1}{4}$  Sec 31-T-28N-R32W

Prospect Drilling

Drill Hole No 6

259.00

Workmen's Compensation & Occupational Dis Ins

2 85

Public Liability Insurance

02

Assaying drill samples

14.40

276 27

Engineering & Supervision

Labor

14 40

Social Security Taxes

.57

Workmen's Compensation & Occupational Dis Ins.

91

Public Liability Insurance

02

Transportation

3 18

10 08

TOTAL EXPENDITURES DURING JANUARY 1946

\$588.92

50% Charged to Brown & Root, Inc.

294 46

Brown & Root, Inc Unexpended Balance as of 1/31/46

\$6 405 92

BI 000010621

AMERICAN ZINC, LEAD AND SMELTING COMPANY  
JOPLIN, MISSOURI

STATEMENT OF PROSPECTING EXPENDITURES ON MINING LEASES IN JASPER  
COUNTY, MO OWNED AND HELD BY BROWN & ROOT, INC, HOUSTON, TEXAS

Brown & Root, Inc deposit at 12-31-45

\$6,700 38

EXPENDITURES DURING THE MONTH OF JANUARY 1946

SOUTH WEBB CITY DEVELOPMENT.

Weyman Investment Co Property

SW 1/4 Sec 31-T28N-R32W

Prospect Drilling

Drill Hole No 3

283.50

Workmen's Compensation & Occupational Dis Ins.

2 84

Public Liability Insurance

03

Assaying drill samples

7 20

293 57

F. C Wallower Property

SE 1/4 NW 1/4 & NE 1/4 SW 1/4 Sec. 31-T-28N-R32W

Prospect Drilling

Drill Hole No 6

259.00

Workmen's Compensation & Occupational Dis Ins

2 85

Public Liability Insurance

02

Assaying drill samples

14 40

276 27

Engineering & Supervision

Labor

14 40

Social Security Taxes

57

Workmen's Compensation & Occupational Dis Ins.

91

Public Liability Insurance

.02

Transportation

3 18

19 08

TOTAL EXPENDITURES DURING JANUARY 1946

\$588 92

50% Charged to Brown & Root, Inc

294.46

Brown & Root, Inc Unexpended Balance as of 1/31/46

\$6,405.92

BI C0C010622

AMERICAN ZINC LEAD & SMELTING COMPANY

COPY FOR ~~be Messrs. H. I. Young, A. E. Stanton, W. J. Matthews, Jr., J. J. Inman,~~  
Paul Bradley, George Brown

December 31, 1951

Mr. Max Elliott  
General Counsel  
Defense Materials Procurement Agency  
General Services Building  
Washington 25, D. C.

Dear Mr. Elliott:

Enclosed are the original and two signed copies of letter of intent covering the operation of the Quick Seven Mine (zinc-lead) in Jasper County, Missouri.

In our letter of application which we filed, we advised that Brown-Roet Incorporated would participate in the venture with the American Zinc, Lead and Smelting Company.

Our President, Mr. Howard I. Young, called you from Joplin on December 28 after conferring with Mr. George Brown, of Brown-Roet Incorporated, and requested that you insert in the second line of the second paragraph, page one, the following, after the word 'Mine':

'Jointly owned by American Zinc, Lead and Smelting Company and Brown-Roet Incorporated',

so that it would be indicated in the letter of intent, and later in the contract, that the government recognized their participation in this venture.

The insertion, as discussed with you, has been made and initialed by me and I shall appreciate it if you will have it initialed by the administrator and return the original and one copy for our files.

Very truly yours,

ORIGINAL SIGNED BY  
H I YOUNG

Vice President

BR0002000001

**BROWN & ROOT INC**  
HOUSTON 1 TEXAS

December 26, 1951

Mr. J.J. Imman  
American Zinc Lead & Smelting Company  
McKinley Building  
Joplin, Missouri

Dear Mr. Imman:

It is our belief that the power of attorney issued to you jointly by this company and the American Zinc, Lead and Smelting Company is broad enough to cover the signing of checks by you, and it was our intention that such power of attorney be so construed.

If you think it necessary to rewrite the power of attorney to be specific on this point, please let us know and it will be redrafted.

Yours very truly,

Herbert J. Frenaley

HJF/db

cc Mr. Howard I. Young  
Mr. Paul E. Bracley

~~BR000200002~~  
BR000200002

AMERICAN ZINC LEAD & SMELTING COMPANY

COPY FOR \_\_\_\_\_

December 24, 1951

Mr. Herbert J Frensley  
Brown and Root, Inc.  
Box 3  
Houston, Texas

Dear Mr Frensley:

Thank you for your letter of December 7 enclosing original and three copies of power of attorney given by Brown and Root, Inc and American Zinc, Lead and Smelting Company to Mr J. J Inman, Manager of American Zinc, Lead and Smelting Company's Tri-State District, in connection with the operation of the joint venture agreement covering the Quick Seven zinc-lead mines.

This document has been signed by officials of the American Zinc, Lead and Smelting Company and I am returning one copy for your files

Very truly yours,

ORIGINAL SIGNED BY  
H I YOUNG

HIY LJ

President

Enc

cc Messrs George Brown ✓  
J J. Inman  
Paul E. Bradley  
W J Matthews, Jr

0000020003

D ARCY M CASHIN

2018 C & I LIFE BUILDING

HOUSTON TEXAS

December 19, 1951

Mr George R Brown  
P O Box 3  
Houston 1, Texas

Dear George

I have been trying to contact you for the last two weeks, but have been unable to do so I realize that you have been extremely busy but there are certain decisions that must be made by you with reference to our activities in the Webb City area before I can pass them on to Otto Ruhl, and the others, in the field as I do not wish to interfere in any way with the management of the Playter project

I am enclosing a copy of a letter from Otto Ruhl You will note that Otto refers to certain orders that he has received from Tom Walker These were discussed by me with Carl Burkhart and also Tom Walker Carl said not to make any changes in our method of handling things until it had been discussed with you

You will note that John Inman, on Howard Young's instructions, wants to cut down the drilling on the Playter area to one rig on each of the three leases that we have taken over there recently Otto would like to run one rig on the Little Mary and Ammerman tracts, but inasmuch as he has found some fairly good ore on the Cliffwood lease, which is the lease we thought was the best, he would like to run more rigs on that lease You will notice that John Inman wanted to take some of Otto's rigs and move them over near Alba on some of the American leases I assume these are some of the leases that the American assigned to the joint operation as I feel sure he would not want to run rigs on some lease where we did not own an interest

With reference to the Cruzan tract, this is one of the Wallower leases that Cruzan developed some good ore on and we have had certain receipts from it However, the operators are not carrying on to the satisfaction of Mr Wallower and he asked us to cancel the sublease which we did Apparently he has found another operator and wishes to reopen this mine I suggest you give me permission to sign a sublease to him

12 20  
Cashin called  
said Otto Ruhl  
called him this  
morning asking  
for permission  
to sign a sublease on  
with a reliable  
operator Cashin  
told him to go  
ahead

00000200004



Otto mentions John Hoffman recently getting a government loan to double his production at Baxter Springs I am enclosing a photostat of the article from the Wall Street Journal that refers to this property only they call it the MacArthur Mining Company This might be of interest to you in light of your efforts to get assistance in the Webb City area

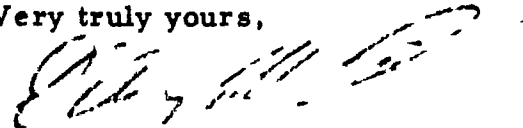
I have subscribed to the Joplin morning and evening papers so I could keep up with the activities in the area I am enclosing some excerpts from the December 9 and 11 issues From this you will notice that George Potter and several others contemplate certain operations in the Webb City area They also mention the name of Brown & Root I guess this is street gossip However, it may give some of the vultures ideas about trying to take over some of our leases should they expire in the absence of production

You will notice in Otto's letter he speaks about moving a rig to the Ten O'Clock property This is located on the Connor Estate property and is the property we planned on core drilling, but I think that you reached a decision that you did not want to do this until we could make a purchase of one-half of the Connor Estate's mineral fee under their 600 acres The last time I discussed this with you, you stated that you did not want to do any more on this until you had an interview with certain people in Washington Inasmuch as I have not heard from you with reference to your trip up there, I have not attempted to contact the Connors

I am leaving for California Saturday and will be at the Huntington Hotel in Pasadena until the 29th, and then in San Francisco for a week If you wish to contact me, my office can reach me at all times

At Mr Frensley's suggestion, I submitted to him a letter which places my interest under the Playter under our existing Webb City contract I feel sure you will have no objection to signing this as it merely reduces to writing the verbal agreement we have had for sometime

Very truly yours,



D'Arcy M Cashin

DMC fn  
Encls

PR000200005

## ACTIVITY PLANNED IN MISSOURI AREA

Potter and Sims Incorporate,  
Obtain Eastern Capital  
for More Extensive  
Stripping.

### 3 OTHER BIG FIRMS PREPARE TO OPERATE

Six Large Mills in Prospect  
for 1952—Renewed Min-  
ing Sparked by Prices  
and Demand.

George W. Potter, one of the  
Tri-State district's most widely  
known mining men, disclosed  
yesterday that he and his mining  
partner Dewey Sims of Miami,  
have incorporated their com-  
pany for greatly expanded op-  
erations in the Missouri sector of  
the field.

They incorporated under the  
name of Potter-Sims Mines, Inc.,  
after a substantial  
eastern capital for enlarged ex-  
plorations, production and mill-  
ing. The International Minerals  
and Metals Corporation of New  
York, parent company of the  
National Zinc Company smelter  
operators purchased a minority  
interest in the new company.

#### The Other Companies.

The announcement, regarded as  
highly significant in the revival  
of extensive mining in the Jo-  
plin Webb City-Oronogo area,  
came amid reports that the Fed-  
eral Mining and Smelting Com-  
pany, the American Zinc, Lead  
and Smelting Company and the  
firm of Brown and Root of  
Texas the latter a contracting  
company with many mining  
leases in the Joplin district, also  
plan operations in the Missouri  
field early in 1952.

The renewed activity is  
sparked by higher ore prices and  
the critical short supply of lead  
and zinc concentrates, with  
strong indications that prices  
will remain high at least  
throughout the period of defense  
buildup.

"I have said for a long time  
that there would be a migration  
back to the Missouri field," Pot-  
ter commented. "I still think  
What we have needed is price  
and demand."

#### Big Tonnage Here.

He said a vast tonnage of re-  
coverable marginal ore was left  
in the Missouri field when it was  
virtually abandoned back in 1917  
and 1918 for the Oklahoma field.  
He thinks it may be mined pro-  
fitably in the period ahead.

a partnership they have been  
operating a huge strip pit at the  
Snapp mill some nine miles  
north of Joplin.

Now the company has built a  
modern 2,500-ton mill on Sucker  
Flat just south of Webb City.  
has begun another large strip-  
ping operation on the old West  
Side mining property south of  
Alba and is drilling for con-  
templated extensive operations  
in stripping on the 200-acre  
Sucker Flat lease.

With the two large mills, the  
1,200-ton Snapp mill and the  
Sucker Flat mill, which may be  
expanded, Potter said his com-  
pany contemplates branching out  
even farther next year. The com-  
pany already has a large number  
of mining leases extending from  
Carthage to Carl Junction.

#### Enlarging Pit.

The big pit at the Snapp mill  
is being enlarged preparatory  
to resuming production there  
around the first of the year. It  
already has been mined down to  
125 feet, but Potter said it is  
planned to go on down to the  
200-foot level. There has been  
little production there since last  
August, due to continued rains  
and the necessity of removing  
more overburden in enlarging  
the pit. Now it is about ready  
to go into operation again.

A pit almost as large as the  
Snapp pit is being excavated on  
the 40-acre West Side tract near  
Alba. It already is down to the  
ore body starting at 70 feet, and  
it, too, is to be stripped to 200  
feet. Hauling of ore from Alba  
to the Sucker Flat mill is ex-  
pected to start soon after Jan-  
uary 1.

The Sucker Flat mill now is  
operating on the old Sucker Flat  
stockpile. An ore body is being  
blocked out by drilling to the  
south of the old Sucker Flat pit,  
and it is planned to start a new  
stripping operation there prob-  
ably late in 1952, Potter said.

#### Dewatering a Possibility

If the Webb City-Carterville-  
Oronogo area should be dewater-  
ed, as the Defense Minerals Ad-  
ministration indicated last spring  
it might be interested in doing.  
Potter said the Sucker Flat mill  
could be stepped up to serve a  
large part of that area. Latest  
information from Washington is  
that the DMA still is interested  
in the dewatering enterprise.

Neither the Federal, the  
American nor Brown and Root  
has announced their production  
plans for this field. However  
reports in mining circles are that

## ACTIVITY PLANNED IN MISSOURI AREA

(Continued from page 1A)

Federal, which two years ago  
purchased large Missouri hold-  
ings of the Kansas Explorations,  
Inc., from Potter is preparing  
to expand operations. It now is  
operating a mill at Duenweg  
and owns the big Jasper mill  
west of Joplin and the North  
Side mill at Chilwood.

#### Report New Strikes.

One report was that Federal  
has made strikes in drilling  
operations on the Potter ranch  
Wildwood, southwest of Joplin  
and south of Central City and  
may start mining operations  
there early in 1952. The Federal  
holds mining leases on the 3,500-  
acre Potter ranch, which in-  
cludes the old Mattie mine.  
Some sources say the huge Jasper  
mill may be reopened. It  
ran extensively in World War II.

Other reports are that Brown  
and Root plan production on the  
old Quick Seven mining property  
near Neck City and that Ameri-  
can, interested primarily in ob-  
taining the concentrates, con-  
templated building a mill in that  
area.

That would give the Missouri  
field at least six modern min-  
ing mills—enough mining men  
said, to start large-scale pro-  
duction in the Missouri sector.

## Maintaining Output Government to Pay Premium Prices To Small High-Cost Copper Firms

FROM THE WALL STREET JOURNAL, Washington Bureau

WASHINGTON—The government disclosed  
it is ready to pay over-the-ceiling prices to  
copper producers who can't turn the metal  
out at present price ceilings.

Jess Larson, administrator of the Defense  
Materials Procurement Agency said the new  
program is designed to keep high cost mines  
operating. Some of them might have to close  
unless they get higher prices for their metal.

Negotiations are under way for over-the-  
ceiling contracts with operators of nine mines  
whose annual output is about 16,000 tons, he  
declared. This is a fraction of U. S. domestic  
copper output which in 1950 was about 1,100-  
000 tons from all mines. U. S. consumption  
in 1950 was a record 1,411,000 tons.

The agency refused to make public at this  
time the names of the firms with whom nego-  
tiations are being conducted.

The Defense Production Act gives the gov-  
ernment authority to make such contracts to  
get production needed for the defense effort.  
The metal would then be resold to industry  
at the ceiling price, with the government pay-  
ing the loss.

#### Need for Subsidy Cited

Mr. Larson said the subsidy contracts were  
necessary just to maintain domestic produc-  
tion at its present level much less increase it.  
He said this was because certain high cost  
producers are unable to operate under existing  
ceilings. The present ceiling for copper  
is 24 1/2 cents a pound.

"These operators have indicated that with-  
out price relief they would have to cease pro-  
duction," Mr. Larson said. "In face of the  
critical copper shortage and the tremendous  
amount of capital needed in our defense  
production, I think it is in the best interests  
of the nation to do everything within reason  
to keep these mines in operation."

Each individual case will be carefully  
studied, Mr. Larson emphasized and "the  
over price granted will be the amount con-  
sidered necessary to maintain production." He  
said the period covered by the contracts will  
vary with each individual producer but the  
maximum period will be three years. The con-  
tracts will be subject to review, with the op-  
erators required to report operating data to  
D. M. P. A. every six months.

#### Other Developments at D. M. P. A.

There were two other metal developments  
at D. M. P. A. yesterday.

The agency said it had advanced \$45,000  
to the MacArthur Mine Co. for expansion  
of the firm's zinc mine facilities near Baxter  
Springs, Kan. The company will use the  
money to boost production from 325 short  
tons of ore daily to 650 short tons. The firm  
will repay the advance at the rate of \$16 on

each of the first 250 tons of concentrates pro-  
duced by the new facilities each month. The  
government agrees to buy up to 1,500 tons of  
slag zinc at 17 1/2 cents a pound if the company  
cannot sell it on the market. The loan carries  
the usual 4% annual interest rate.

Producers and importers of manganese dis-  
cussed with D. M. P. A. the outlook for sup-  
plies of that metal. Two problems particularly  
discussed, D. M. P. A. said, were transporta-  
tion difficulties in getting foreign ore from  
the mines to the ports for shipment to the  
U. S. and the downward trend of the man-  
ganese content of the ores received.

## Ren. Al of Mining Activity.

Disclosure that substantial revival of mining operations  
in the Missouri section of the Tri-State district is being  
planned is of more than passing importance. The Mis-  
souri section has been mostly dormant since the discovery  
of the richer Oklahoma fields about 35 years ago yet  
there never has been any questioning the fact that large  
amounts of zinc and lead remain to be won from the field  
near Joplin and Webb City.

George W. Potter formerly president of the Eagle-  
Picher Mining Company and dean of the district's mine  
operators, have never lost faith in the ultimate come-back  
of the Missouri portion of the field. With his partner  
Dewey Sims of Miami, he has been successfully strip min-  
ing north of Joplin for the last year and a half and the two  
now have interested Eastern capital and plan still further  
expansion. In addition it is understood three or four other  
adequately financed mining companies are planning similar  
activity.

Virtually all of the Tri-State field is now dependent,  
upon marginal ores so there appears no reason why the  
Missouri section should not be mined as profitably as any  
other portion, providing the demand for zinc and lead re-  
sults in adequate prices. The immense defense program  
should produce this demand and ore prices high enough  
to justify the investment necessary. It seems a reasonable  
conclusion that Uncle Sam could well afford to stand the  
expense of dewatering the old hard ground section of the  
Webb City-Carterville mining area or provide whatever  
financial encouragement is necessary to develop such strip  
mining operations as appear invitingly practicable.

BR000200006

December 18, 1951  
Joplin, Missouri

My dear Mr Cashin

Attached hereto are the receipts for November expenses of Carl and myself

I am in receipt of a letter from Mr T L Walker ordering me to hereafter send all bills for drilling to the American office and to close out our drilling account at the Webb City Bank I have arranged with Johnnie Inman for the handling of the drilling bills as Mr Walker ordered Johnnie wanted to know about Mr Playter and Carl but of course I could not tell him much as I have had no word from you about your plans Mr Playter understands that he has till February 1 to work for Brown & Root according to your agreement with him I do not know anything about your arrangement with him about time

Also Johnnie says Howard Young wants to cut down the drilling to one rig on each of our leases I think that is O K for the Little Mary and the Ammerman tracts as we must feel our way along on those two but I think we should use three rigs on the Cliffwood for we are pretty sure of our ground there and each of our first four holes have shown the shallow ore suitable for stripping The American wants one of our rigs on their Neck City lease, known as the Baker land, southwest of the old camp This I am arranging for them at once I have been holding on to all our rigs hoping to be able to send some of them over to the Ten O'Clock tract at Prosperity, but if I must follow Johnnie's suggestion I will necessarily lose them soon Have been hoping you would be able to let us know about future plans soon

Also this week Mr F C Wallower asked me to prepare a lease to him for the Cruzan tract on his land He has some sort of a deal to re-open this mine Shall I send this down to you for signature or will you be up soon to sign it here?

We are advised and it has been published in both the papers and over the radio that John Hoffman finally secured a government loan to double his production at his property west of Baxter Springs This was a surprise to me indeed

We now have the water down to 148 feet on the Quick Seven We have been checking the water at the Cliffwood and it too, has fallen about

0000200007

nine feet in the last ten days This would seem to indicate that our pumping is also draining the Cliffwood

Carl and I have been locating everything on the Cliffwood and are preparing a working map of the area so we can intelligently plan the drilling Later we will do the same thing for the Ammerman and Little Mary tracts Will send you maps as they are completed

We also understand that Pope Schoenberger will be here Wednesday and Thursday of this week for conference with Johnnie over the mill buildings, etc Pope's new bulldozer is being delivered at the mine now part of it is already on the ground

Certainly hope Webb City is coming along O K

With best wishes I am

Sincerely yours

Otto Ruhl /s/

P \$ Anything settled yet on Lehigh area?

C O P Y

BR000200008

INTER-OFFICE CORRESPONDENCE

To Mr J J Inman

Date December 17, 1951

From Mr H I. Young

Subject

Copy for Messrs George Brown  
R A Young  
Robert Ammon  
W J Matthews, Jr

Dear Johnnie:

I had a visit with George Brown while he was in Washington last week. If possible he expects to spend one day in the Tri-State during the holidays. I am hopeful this will be on Thursday, December 27, or Friday, the 28th. I shall expect to try to arrange to be there on the same date so we can go over any matters that should be discussed jointly with you and Mr Schoenberger.

Mr Brown will want you to clear anything that requires the approval of Brown & Root with Mr Schoenberger. I told him you wanted to go over with him the location of the mill so that we could immediately start moving it.

All of the men who are now on the Brown & Root payroll, namely Otto Ruhl, Clarence Playter, C H Plumb, will, of course, be transferred to joint payroll and they will all be reporting to you. It may be that Mr Brown will continue to pay Schoenberger from Houston and bill us monthly for his services. This is a matter we will handle in such way as Mr Brown wishes.

I hope you, Schoenberger, and your staff will prepare a schedule showing the dates you expect to get the mill moved and erected and all of the equipment installed and ready for operation. I am hopeful that nothing will interfere with your having everything ready to go so that we will be turning out concentrates on April 1.

I understand that the power company will install the line within three months, and I believe with the equipment all available and the contracting of the moving of the mill that January, February, and March will give you adequate time to complete everything and be rolling.

A schedule should be prepared and report made to Mr. Brown and me monthly showing just how we are keeping up with the schedule as planned.

Very truly yours,

*H. I. Young*

HIY LJ  
(Dictated Dec 15 Not read  
Record recd St. Louis  
A M., Dec 17)

BR000200009

D'ARCY M CASHIN

2018 C & I LIFE BUILDING

HOUSTON TEXAS

December 7, 1951

Messrs Herman and George R Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

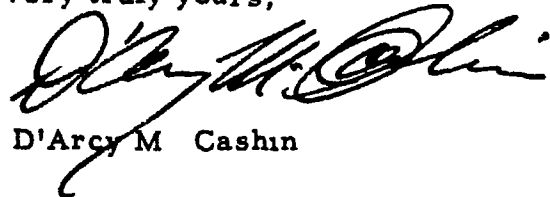
Dear Sirs

Enclosed please find two copies of a letter I sent to Mr Frensley having reference to the Playter lease, otherwise known as the Quick Seven properties Mr Frensley promised to give this to you for your signature For income tax reasons, I must have this letter prior to executing a contract between ourselves changing my interest from twenty-five percent of the net profits to an overriding royalty If this letter meets with your approval, I suggest you predate it as of the date of your acquiring the Playter lease, which, I believe, was on or about August 15, 1951

In accordance with Mr Frensley's suggestion I had prepared for your consideration an agreement between Brown & Root, Inc , and myself in which I exchange my twenty-five (25%) percent interest in the net profits realized by Brown & Root, Inc from its operations in the Jasper County, Missouri mining areas for three (3%) overriding royalty under the properties in this area If this contract meets with your approval, I would appreciate your having two copies signed and attested by your secretary before you leave town When this is done, if you will advise me, I will come out and sign them, have my signature witnessed, and the transaction will be closed

Thanking you sincerely for this favor, I am

Very truly yours,



D'Arcy M Cashin

DMC fn  
Encls

BR000200010

DOMESTIC SERVICE	
Check the class of service desired otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

JOSEPH L. EGAN PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO WDS.-CL. OF SVC	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof which are hereby agreed to

**COPY**

WU 0172 PD WUX STLOUIS MO NOV 28 256P

GEORGE BROWN  
BROWN & ROOT INC.

GOVERNMENT NEGOTIATIONS IN SATISFACTORY FORM. WILL APPRECIATE YOUR ADVISING INMAN  
IF SATISFACTORY SIGN CONTRACT FOR POWER LINE AND START PURCHASING EQUIPMENT.

COMPANY CONTRACT IN AIR MAIL TODAY. I WILL BE ST LOUIS OFFICE THURSDAY

AFTERNOON

359P

HOWARD I YOUNG

BR000200011

**A NEW  
CURTIS  
SERVICE**

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr, \$5 • the Post, 1 yr., \$5 • LADIES' HOME JOURNAL, 1 yr., \$3. All prices U. S. only No charge for wire. Pay Western Union clerk for subscription or when billed by publisher

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

DOMESTIC SERVICE	
Check the class of service desired otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

JOSEPH L. EGAN PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			BROWN & ROOT, INC.	10:15 A.M.

Send the following message, subject to the terms on back hereof which are hereby agreed to

NOVEMBER 29, 1951

**COPY**

J.J. INMAN  
AMERICAN ZINC, LEAD & SMELTING COMPANY  
McKINLEY BUILDING  
JOPLIN, MISSOURI

IT IS AGREEABLE WITH US FOR YOU TO SIGN CONTRACT FOR POWER LINE TO JOINT VENTURE PROJECT AND START PURCHASING EQUIPMENT. POWER OF ATTORNEY FOLLOWS

HERBERT J. FRENSLEY

BR000200012

**A NEW  
CURTIS  
SERVICE**

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr, \$5 • the Post, 1 yr, \$5 • LADIES' HOME JOURNAL, 1 yr., \$3. All prices U S only No charge for wire. Pay Western Union clerk for subscription or when billed by publisher

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.



O M M BOM 9 51

**BROWN & ROOT INC.**  
ENGINEERS-CONSTRUCTORS  
P O BOX No 3  
HOUSTON 1 TEXAS



REASON CHECKED  
In full payment of postage  
I know  
for better address  
No such office in this area

Mr Pope Schoenberger  
Connor Hotel  
Joplin, Missouri

RR000200013

OFFICE MEMO  
BROWN & ROOT, INC.

TO: George R. Brown  
FROM: Herbert J. Frensley  
SUBJECT:

DATE December 4, 1951

I have discussed at length the proposed overriding royalty with Mr. Cashin, and he is of the opinion that such override should be 3%. This amount, I believe, is too high, and I told him that it was in excess of the amount which I computed to be available to him under the present profit-sharing agreement. Taking the Webb City estimate which I made up, his 25% profit before taxes would amount to between \$600,000.00 and \$710,000.00. A 3% royalty based on that estimate would amount to about \$760,000.00.

In my opinion, taking the risk out of his interest and assuring him a percent income each month should reduce the amount of his percentage rather than increasing it. The royalty is certain, whereas the profit is uncertain. It appears to me that a 2% royalty would be more in line with the facts, and that this 2% should cover not only Cashin's interest, but also the interest of Mr. Easley.

HJF/db

  
Herbert J. Frensley

BR000200014

D'ARCY M CASHIN  
2018 C & I LIFE BUILDING  
HOUSTON TEXAS

November 28, 1951

Mr George R Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

Dear George

I talked to Otto Ruhl over the telephone this morning and he told me that Johnny Inman had two telephone conversations with Howard Young yesterday, and he stated that he expected to get a contract from the DMPA any minute

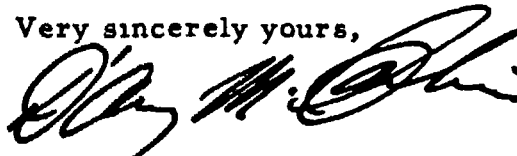
Enclosed is a copy of the article from the November 24, 1951 issue of Business Week with reference to the DMPA. It appears to me to be very interesting. This may explain the delay in Howard Young's getting a floor under the concentrate price. This article also suggests the means whereby we can start activities in the Webb City area

As you can realize, there are many things that have to be done in the Playter area that are being held up presently. The only definite activity we are carrying on in this area is the running of one drilling rig on each of the three leases we have recently acquired. This work was initiated at the suggestion of Johnny Inman of the American

Otto Ruhl tells me they all want me to come up there to make some decisions. I told Otto I would not come up before the fore part of next week as I expect by that time you can give me definite instructions. I expect to be in town all week, and if you care to discuss anything with me, I shall be glad to hear from you

I would like to hear from you just as soon as you have had advice from Howard Young that he has obtained his floor under the price, and is ready to start operations in the Playter area

Very sincerely yours,

  
D'Arcy M Cashin

DMC fn  
Encl

BR000200015

MORE MINERALS

New procurement agency gets under way    Accent is on advances against  
production, rather than on loans

Defense Minerals Procurement Agency --patched together by Jess Larson with spare parts from other agencies--began running this week under its own power

The job of expanding domestic mineral output went to James Douglas, Phelps-Dodge official and former deputy director of Defense Minerals Administration. He will also serve as an assistant to Howard I. Young, deputy director of DMPA.

First Decision-- As it got under way, DMPA made its first important policy decision. This was that it's better--where government cash is needed to start new mines or expand existing ones--to buy future output of the mine, paying for it in advance, than to loan money. The advantage to DMPA is that it can approve the advances itself. Loans have to be O.K.'d by Reconstruction Finance Corp. in a separate operation.

DMPA also promised to come up with a decision on how to expand zinc production--a problem that has split government officials since the early days of mobilization. Two plans have already been proposed: (1) a guaranteed price over a period of four or five years, (2) the payment of premium prices to producers who increase output over a base period. DMPA said it would soon announce a plan of its own.

White Pines-- A third major policy decision will have to be made as a result of RFC's \$57,185,000 loan to White Pines Copper Co. for development of an ore body in northern Michigan. The money will be used to develop the mine, and for a mill, smelter, powerplant, railroad, and townsite. The problem facing DMPA is whether a project financed with government money should also be granted a government purchase contract.

Purchase contracts have been made by DMPA covering privately financed expansion--with Anaconda, for example, which will spend \$32,750,000 developing its copper deposit in Lyon County, Nevada. Anaconda will produce 30,000 tons a year, and DMPA agreed to pay 25-1/2¢ per lb. for 256-million lb. of copper from the project.

A similar deal, covering an important part of the 35,000 tons a year expected from White Pines, would--in effect--underwrite the government's own money. So far, DMPA hasn't encouraged such deals on the grounds that they offered too much to producers. But officials think White Pine will push them for a clear-cut decision.

Abroad-- Domestic expansion wasn't the only phase of its program on which DMPA got down to cases. Its foreign expansion projects were assigned to Charles Stott, who was in charge of similar work for ECA. Stott will divide the world into six regions with a manager for each stationed abroad. He, too, is going to operate largely with advances against production rather than loans.

LRJ00200016

The job of estimating minerals output and needs--and suggesting ways of bringing the two into balance--was given to Tom Lyon. He performed the same job under DMA and was transferred from Interior Dept to DMPA.

DMPA's fourth operating division will present the mining industry's needs for machinery, supplies, manpower, and utilities, such as access roads, to National Production Authority. For this job it picked up another old Defense Minerals hand--Harold Montag.

BR000200017

**WESTERN UNION WESTERN UNION WESTERN UNION**

WU 6172 PD WUX STLOUIS MO NOV 28 256P

**GEORGE BROWN**

**BROWN & ROOT INC**

GOVERNMENT NEGOTIATIONS IN SATISFACTORY FORM. WILL

APPRECAITE YOUR ADVISING INMAN IF SATISFACTORY SIGN

CONTRACT FOR POWER LINE AND START PURCHASING EQUIPMENT.

COMPANY CONTRACT IN AIR MAIL TODAY. I WILL BE ST. LOUIS

OFFICE THURSDAY AFTERNOON

HOWARD I YOUNG

359P

cc: Mr. D'Arcy M. Cashin  
Mr. Pope Schoenberger  
Connor Hotel  
Joplin, Mo.  
11/29/51

R G 172 AP R TNX

BR000200018

11-27-31  
50  
F  
Mr. I want to notify them get up  
you man to go  
I mean ahead power factor can't him  
power so give agent  
apparent power  
for

WU 6172 PD WUX STLOUIS MO NOV 28 256P

**GEORGE BROWN**

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Connor Hotel  
Joplin, Mo.  
11/29/51

R G 172 AP R TNX

DOMESTIC SERVICE	
Check the class of service desired otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

JOSEPH L. EGAN PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			BROWN & ROOT, INC.	10:15 A.M.

Send the following message, subject to the terms on back hereof which are hereby agreed to

NOVEMBER 29, 1951

J.J. IMAN  
AMERICAN KING, LEAD & SOLDERING COMPANY  
McKINLEY BUILDING  
JOPLIN, MISSOURI

IT IS AGREEABLE WITH US FOR YOU TO SIGN CONTRACT FOR POWER LINE TO JOINT VENTURE PROJECT AND START PURCHASING EQUIPMENT. POWER OF ATTORNEY FOLLOWS.

HERBERT J. FREEMLEY

RJF:15

BR000200019

**A NEW  
CURTIS  
SERVICE**

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., \$5 • the Post, 1 yr., \$5 • LADIES' HOME JOURNAL, 1 yr., \$3. All prices U. S. only No charge for wire Pay Western Union clerk for subscription or when billed by publisher

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the repeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unregistered message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unregistered message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, as which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the letting of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company within two miles of any open main or branch office of the Company in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices, and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission, and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety days after the date of action, if any, shall have occurred, provided however that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

## CLASSES OF SERVICE

### DOMESTIC SERVICES

### CABLE SERVICES

#### FULL RATE TELEGRAMS

A full rate expedited service.

#### DAY LETTERS

A deferred service at lower than the full rate.

#### SERIALS

Messages sent in sections during the same day.

#### NIGHT LETTERS

Accepted up to 2 A.M. for delivery not earlier than the following morning at rates substantially lower than the full rate telegram or day letter rates.

#### FULL RATE CABLES

The standard fast service at full rate. May be written in any language that can be expressed in Roman letters or in cipher.

#### CODE (CDE)

A fast message service consisting of words formed without condition or restriction, counted at 5 characters per word. Minimum charge of 5 words applies.

#### DEFERREDS (LO)

Plain language messages, subject to being deferred in favor of full rate and CODE messages.

#### NIGHT LETTERS (NLT)

Overnight plain language messages. Minimum charge of 25 words applies.

U00200020



DOMESTIC SERVICE	
Check the class of service desired otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired, otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

1906

NO. WDR.-CL. OF SVC.	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			BROWN & ROOT, INC.	10:15 A.M.

Send the following message, subject to the terms on back hereof which are hereby agreed to

NOVEMBER 29, 1951

J.J. IRMAN  
AMERICAN ZINC, LEAD & SWEETING COMPANY  
McKINLEY BUILDING  
JOPLIN, MISSOURI

IT IS AGREEABLE WITH US FOR YOU TO SIGN CONTRACT FOR POWER LINE TO JOINT VENTURE PROJECT AND START PURCHASING EQUIPMENT. POWER OF ATTORNEY FOLLOWS.

WFTD

ROBERT J. FRENCHLEY

A NEW  
CURTIS  
SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr, \$5 • the Post, 1 yr, \$5 • LADIES' HOME JOURNAL, 1 yr, \$3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Price subject to change without notice.

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1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any message received for transmission at the unreported-message rate beyond the sum of five hundred dollars nor for mistakes or delays in the transmission or delivery of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued, nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, as which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company within two miles of any open main or branch office of the Company in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery but will endeavor to arrange for delivery as the agent of the sender with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

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The standard fast service at full rates. May be written in any language that can be expressed in Roman letters or in cipher.

#### CODE (CDE)

A fast message service consisting of words formed without condition or restriction counted at 5 characters per word. Minimum charge of 5 words applies.

#### DEFERREDS (LC)

Plain language messages, subject to being deferred in favor of full rate and CDE messages.

#### NIGHT LETTERS (NLT)

Overnight plain-language messages. Minimum charge of 25 words applies.

November 26, 1951

Mr Pépe Schoenberger  
Connor Hotel  
Joplin, Missouri

Dear Pope:

Reference to Tommy Townsend's letter of November 19th to you at Victoria, I think it would be well to see if you can get the men lined up that he talked about

I am enclosing a copy of a letter I received today from Mr Howard I Young I will let you hear from me as soon as I get anything else on it.

Regards,

Very truly yours,

---

George R Brown

GRB:LME  
Enc

BR000200023

# American Zinc, Lead and Smelting Company

HOWARD I YOUNG  
PRESIDENT

1600 PAUL BROWN BUILDING  
SAINT LOUIS 1 MISSOURI

November 24 1951

Mr George Brown  
Brown & Root Inc  
Post Office Box No 3  
Houston 1, Texas

Dear George

I have your letter of November 21 with original and two signed copies of joint venture agreement covering the operation of the "Quick Seven Zinc-Lead Mines" All copies have been properly executed by you and your Secretary

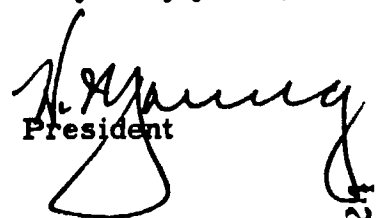
I have executed the copies here today and they will be mailed to you as soon as I wire my secretary that the government has issued the letter of intent.

Upon receipt of my telegram, please have prepared the powers of attorney and I will also appreciate your calling our Joplin Manager, Mr J J Inman, who will be designated as the manager of the joint venture, authorizing him to make a contract with the Empire District Electric Company covering installation of the power line Also, to purchase all necessary equipment for the mill and mine

All accounting will be set up in line with the agreement

We wish to crowd the installation of the mill and get going just as fast as possible, and I am hopeful that I can give you final word regarding the government's decision on Monday

Very truly yours,

  
President

HIY LJ

cc Messrs J J. Inman  
W J Matthews, Jr  
R A Young

BR000200024

A

Latin American Engineering Services S.A  
MANDEVILLE, Jamaica, B.W.I.  
19th November 1951

Mr. Pope Schoenberger  
1704 Asalea  
Victoria, Texas, U.S.A.

SUBJECT: Russell Dodgen, Master Mechanic

Dear Mr. Schoenberger:

This is to acknowledge receipt of your letter of November 12th, which was received today on above subject.

Before leaving for Jamaica I talked with Mr. George Brown telling him I understood Dodgen had become dissatisfied at Joplin, Mo. and had gone home to New Mexico. I further informed Mr. Brown that I expected to offer Dodgen employment in Jamaica provided he had no objection. Mr. Brown said he had no objection under the circumstances so I sent Dodger here. He was not anxious to come but probably thought he was obligated since he has worked off and on for me the past twentyfive years.

To move the master mechanic off this job would certainly be a blow to us, as we have so far been unable to get such calibre men interested in employment in the tropics. In fact he and two others are the only experienced construction men I have on this job at this time.

It is common practice for the Bucyrus Monighan Co. to furnish an erector for such work as you will require. But there are two men who were with me this spring and summer in Alaska. Both of these men have worked for me on Monighans since 1925, and either is thoroughly capable of dismantling, erecting and operating the 200-W Monighan. In fact I would rather have either one than a Monighan erector. They have devoted their lives principally to this type of work and are experts at it. These men did not want to come to the Tropics, but I believe you can hire them for work at Joplin, Mo. In fact if I were you I would make it my business to see that both of them went to the Joplin job. You won't find their equal anywhere for Monighan work. In some respects they are better than

BR000200025

Mr. Pope Schoenberger

-2-

Dodger and visa versa, but none of them would have any trouble with that machine erection.

The names and addresses of these two men are as follows:-

Joe Shedelbower  
508 Willow, Pasadena, Texas  
Chester M. Dowell  
1635 Del Norte Drive, Albuquerque, N.M.

Mr. J. M. Stroud, master mechanic of B & R Inc. shop in Houston, can help you locate Shedelbower. Shedelbower's son, Joe Jr. will also make you a good man.

My object in introducing these men is to show you it is not necessary to remove Dodger from here. In fact I am not going to release him except under direct orders from Mr. Herman or Mr. George Brown. I don't want to be arbitrary about the matter - neither do I want to sacrifice the only man I have with any mechanical knowledge without knowing some capable man to replace him, and at this time I don't know of anyone who will come to Jamaica to take his place. Needless to say, if the Browns' insist I shall send him or fire him at once.

I hope you understand the spirit of this letter. I don't blame you for wanting Dodger for you have been told by someone that he is the man for your job. He can do you an excellent job, but so can either Shedelbower or Dowell, and I hope you can get them both.

Trusting I made this matter clear without offending you, I am,

Very truly yours,

  
THOMAS TOWNSEND

PS I am enclosing information on a trowel screen which you might be interested in if applicable to your plant.

BR000200026

Latin American Engineering Services S.A  
MANDEVILLE, Jamaica, B W.I.  
19th November 1951

Mr. Pope Schoenberger  
1704 Azalea  
Victoria, Texas, U.S.A.

SUBJECT: Russell Dodgen, Master Mechanic

Dear Mr. Schoenberger:

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To move the master mechanic off this job would certainly be a blow to us, as we have so far been unable to get such calibre men interested in employment in the tropics. In fact he and two others are the only experienced construction men I have on this job at this time.

It is common practice for the Bucyrus Monighan Co. to furnish an erector for such work as you will require. But there are two men who were with me this spring and summer in Alaska. Both of these men have worked for me on Monighans since 1925, and either is thoroughly capable of dismantling, erecting and operating the 200-W Monighan. In fact I would rather have either one than a Monighan erector. They have devoted their lives principally to this type of work and are experts at it. These men did not want to come to the Tropics, but I believe you can hire them for work at Joplin, Mo. In fact if I were you I would make it my business to see that both of them went to the Joplin job. You won't find their equal anywhere for Monighan work. In some respects they are better than

BR000200027

Mr. Pope Schoenberger

-2-

Dodger and visa versa, but none of them would have any trouble with that machine erection.

The names and addresses of these two men are as follows:-

Joe Shadelbower  
508 Willow, Pasadena, Texas  
Chester M. Dewell  
1635 Del Norte Drive, Albuquerque, N M.

Mr. J. M. Stroud, master mechanic of B & R Inc. shop in Houston, can help you locate Shadelbower. Shadelbower's son, Joe Jr. will also make you a good man.

My object in introducing these men is to show you it is not necessary to remove Dodger from here. In fact I am not going to release him except under direct orders from Mr. Herman or Mr. George Brown. I don't want to be arbitrary about the matter - neither do I want to sacrifice the only man I have with any mechanical knowledge without knowing some capable man to replace him, and at this time I don't know of anyone who will come to Jamaica to take his place. Needless to say, if the Browns' insist I shall send him or fire him at once.

I hope you understand the spirit of this letter. I don't blame you for wanting Dodger for you have been told by someone that he is the man for your job. He can do you an excellent job, but so can either Shadelbower or Dewell, and I hope you can get them both.

Trusting I made this matter clear without offending you, I am,

Very truly yours,



THOMAS TOWNSEND

PS I am enclosing information on a tunnel screen which you might be interested in if applicable to your plant.

BR000200028



D'ARCY M CASHIN  
2018 C & I LIFE BUILDING  
HOUSTON TEXAS

November 8, 1951

Mr Herbert J Frensley  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

Dear Mr Frensley

Enclosed please find the revisions in the contract that we discussed with Paul Bradley over the telephone the other day

Mr Bradley telephoned me and asked me to send him a copy of the contract which he had sent to Howard Young in Washington several weeks ago Mr Young signed these contracts and forwarded them to Houston I asked Carl Burkhardt to send a copy to Mr Bradley It is my belief that Mr George Brown did not sign these contracts but held them up pending the result of Mr Youngs' negotiations with Mr George Potter on the Potter & Simms projects

If you approve these revisions, you can advise me and I will so advise Paul Bradley, or you may communicate with him direct His address is 232-4 McKinley Building, Joplin, Missouri, phone 2381

If I can be of further service, please call on me

Very truly yours,

  
D'Arcy M Cashin

DMC fn  
Encls

BR000200029

PAUL E BRADLEY  
222 4 MCKINLEY BUILDING  
JOPLIN MISSOURI

PHONE 3881

November 6, 1951

Mr D'Arcy C. Cashin  
2018 C & I Life Bldg.  
Houston, Texas

Dear Mr Cashin

I enclose herewith copies of four clauses of the proposed contract between Brown & Root and American Zinc

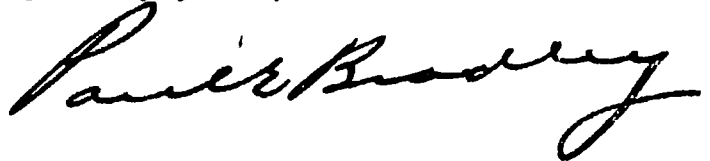
Paragraph 5 is the same as it appears in the draft submitted by Brown & Root, except I have added a proviso at the end of the paragraph which enables either party to withdraw after an operating loss for four consecutive months, and in the event of such withdrawal, the withdrawing party shall not be entitled to participate in any profits or losses thereafter realized

Paragraph 12 is the same as it appears in the Brown & Root draft, except I have added a sentence that Brown & Root will rent a location to the Joint Venture

I have re-drafted paragraph 15 along the lines of our telephonic conversation of last evening to the effect that Brown & Root will sell its part of the concentrates to American Zinc for a period of five years, and that American Zinc will purchase the same on the basis set out in copy of contract to be attached. The contract to be attached is the copy of the contract with National Lead Company or its subsidiary. I do not have a copy of the contract and do not know the names of the parties to it

Paragraph 22 is self-explanatory and merely identifies the law to be applied in the construction and interpretation of the contract. We use the law of Missouri in this case because the property is located here, and the law of this state appears to be the logical one to apply

Very truly yours,



PEB bh  
Enclosures  
cc with enc

Mr H I Young, Washington  
Mr R A Young, St Louis  
Mr J J Inman, Joplin

BR000200030

c In the event of inability, failure or refusal of either of the parties hereto to provide its proportionate share of the funds when required by the Joint Venture, then the interest of such party in the profits of the Joint Venture shall be decreased to the proportion that the amount actually provided by such party bears to the total amount of the funds provided by both of the parties hereto, and thereupon the share of the other party shall be increased proportionately. Nothing in this paragraph contained is intended to increase or decrease, or shall be construed as increasing or decreasing the liabilities of the parties hereto, as between themselves, for their respective one-half of the losses of the Joint Venture, provided, in the event of the withdrawal of either party from further participation in the operation of the properties of the Joint Venture (which right is hereby granted in the event the properties of the Joint Venture shall be operated at a loss for four consecutive months, by notice in writing to the other party), then the withdrawing party shall not, after the effective date of such withdrawal, be entitled to participate in the management of said properties or in any operating profits subsequently realized therefrom, nor shall such withdrawing party be liable for any losses sustained after such withdrawal.

**BR000200031**

12 Each of the Joint Ventureers agrees to make available to the Joint Venture such machinery, tools and equipment as it may have suitable and available for stripping, mining, hauling, and erection and equipment of mill at a price as may be mutually agreed upon by the Joint Venturers, title thereto being acquired by the Joint Venture. Brown & Root will rent a Monagan to the Joint Venture for such period of time and upon such terms as the parties hereto may mutually agree upon.

760

BR000200032

)

15 Brown & Root agrees, for a period of five years from the date hereof, to sell its part of the concentrates produced by the Joint Venture, currently as produced, to American Zinc, and American Zinc agrees to purchase the same and to pay and settle therefor on the basis set out in the copy of contract attached hereto

**BR000200033**

22 This agreement shall in all respects be construed  
and interpreted in accordance with the law of the State of Missouri

**BR000200034**

g<sup>1</sup> ✓  
American Zinc, Lead and Smelting Company

HOWARD I. YOUNG  
PRESIDENT

1600 PAUL BROWN BUILDING  
SAINT LOUIS 1 MISSOURI

October 13 1951

Mr George Brown  
Brown-Root Incorporated  
Post Office Box 3  
Houston Texas

Dear George

As a result of conferences held in Joplin this week between your Mr Cashin, your engineer and our Messrs Inman, Young, Ammon, Bradley and Brackin it now develops that the capital costs in connection with the stripping equipment and milling are much higher than originally estimated by your Mr Cashin, Otto Ruhl, and our management. The figures I have before me indicate that your stripping expert recommends an investment of \$534,000 in stripping and conveying equipment and last estimates on the mill are \$600,000. Both of these are substantially higher than originally considered and this is brought about because of the adoption of large stripping equipment which makes necessary a big investment in the pit plus doubling the size of the mill.

I cannot agree with your management that this is the sound thing for us to do. I do not believe that the type of ore body such as the Big Seven, justifies this approach and I am fearful it is going to end in disappointments and financial loss if we go ahead on this basis.

I would like very much for our Vice President, Mr R. P. Immel who is the only man we have in our organization who knows anything about quarry or stripping operations to visit the mine first and go over it with your engineer and then go over the type of equipment that he thinks is necessary. I feel quite sure that you have the type of equipment that is necessary, but I do not believe it will be as expensive as this included in the present list.

I think you will agree with me that we are not justified in investing \$1 per ton or \$1,438,000 in mining and milling equipment and other sundry items.

Since dictating the foregoing, I have been able to talk with you on the telephone.

BR000200035

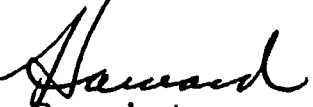
Mr George Brown

No -2-

October 13 1951

and we can and expect to arrange for Mr Immel to join Mr Cashin and your engineer in Joplin early next week As soon as they have agreed upon a program then I think Dick, Inman and Cashin should meet with you in Houston or wherever it is convenient to see if we can bring this matter to a conclusion

Very truly yours,

  
President

HIY LJ

cc Messrs J J Inman  
R A Young  
D'Arcy M Cashin

BR00000036



# American Zinc, Lead and Smelting Company

HOWARD I. YOUNG  
PRESIDENT

1600 PAUL BROWN BUILDING  
SAINT LOUIS 1 MISSOURI

October 13, 1951

Air Mail

Mr. George Brown  
Brown-Root Incorporated  
Post Office Box 3  
Houston, Texas

Dear George

I have been in conference here today with our Joplin manager, counsel, and vice president discussing the contract suggestions that have been made by your Mr. Cashin and Mr. Frenley.

Objection is made to paragraph 5, therefore, we are agreeable to eliminating this paragraph with the understanding, however, that we will have a paragraph in the agreement which will state, in substance, that if at any time during the operation the results show a loss for a period of either three or six months (whichever you prefer), thereupon the joint venture will automatically be liquidated. I am quite sure neither you or American want to continue to hold something that has no possibility of making money and if we have a period of six months in which we do not make money, certainly American's management will be ready to quit.

Regarding suggestions in connection with paragraph 12 of the agreement on page 5, Your Mr. Cashin, in July, definitely stated that if it was decided to use the Monagan in the stripping operation it could, no doubt, be rented from Brown and Root and that because of the high value of that particular piece of equipment, an operation such as we have under consideration cannot afford to make the commitment and put up the cash, as set forth in the program now proposed by your representative.

I am sure you want to go into this business on the basis of making a profit and not on the basis of having a lot of high-priced second-hand equipment to liquidate when the job is completed and we have no idea what the values of this type of equipment will be at that time.

BR000200037

October 13 1951

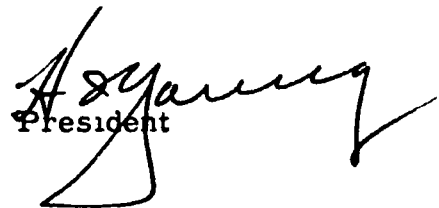
I hope you will review paragraph 12 with the idea of keeping it "as is" and if we need some high-priced equipment for a few months, I would prefer to pay high rentals during that period rather than make the commitment as now recommended

Regarding paragraph 15 As you know, the American Zinc will have made a definite commitment to the government in connection with securing a floor contract in which the government will have the call on 50 per cent of the slab zinc made from the concentrates from this operation We cannot make this type of a commitment to the government without having a firm contractual understanding in connection with the concentrates that are going to come out of this property We have stated that we will purchase these on the same basis that we are purchasing concentrates from the National Lead Company, and I think that should be adequate I am sure you appreciate a government floor contract cannot be obtained by any one except on the basis of a definite commitment

Regarding paragraphs 19 and 20 We are willing to conform to the ideas expressed in Mr Frensley's letter

I shall appreciate it if you will inform our Vice President, R A Young at our St Louis office Monday or Tuesday whether you are agreeable to the foregoing suggested changes

Very truly yours,

  
President

HIY LJ

cc Messrs J J Inman  
R A Young  
Paul E Bradley

NR000200038

**AMERICAN ZINC COMPANY OF ILLINOIS**

**SIXTEENTH FLOOR PAUL BROWN BUILDING**

**818 OLIVE STREET**

**ST LOUIS 1 MISSOURI**

**October 6, 1951**

**Mr George Brown  
Brown-Root Incorporated  
Post Office Box 3  
Houston, Texas**

**Dear Mr Brown**

**Last Saturday Dad transmitted to you copy of our proposed agreement  
with St Louis Smelting and Refining Company**

**Under "Deductions by Buyer" "(b)", on pages three and four there were  
two blanks left, one in the first sentence and the other in the last sentence  
which blanks represented our average common labor cost These figures  
are now available, and the figure of \$1 68 per hour should be inserted in  
each of these blanks**

**Very truly yours**

  
**Vice President**

**RAY LJ**

**cc Messrs H I Young  
A E Stanton**

**BR000200067**

11/1/51  
D'ARCY M CASHIN

2018 C & I LIFE BUILDING

HOUSTON TEXAS

October 5, 1951

Mr George R Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

Dear George

Carl Burkhardt called me this morning and told me that you have not received the joint operating contract from the American Zinc, Lead and Smelting Company I have not received one either and wondered about the delay Carl asked me to contact the American's office in Joplin reference the joint operating contract I called John Inman and he was out of town, however, I located Paul Bradley, their attorney who will prepare the new contract Paul told me that he had intended to get it out this week, but inasmuch as the American purchased the Nellie B Mine in Oklahoma, he has been snowed under with various contract and reorganization of their staff

Paul also told me that Howard Young advised him he was renegotiating a contract with the National Lead having reference to the price of concentrates and inferred that they would probably use the National Lead contract as a basis for the purchase of our concentrates I told him that you wanted to get this joint operating contract as soon as possible so we could complete this trade and you could make definite plans with reference to your organization in Joplin I will also emphasize this to John Inman when I talk to him this afternoon

Enclosed please find a copy of a letter from Otto Ruhl reference the leases that we are endeavoring to take north of the Quick Seven area I asked John Inman to go over these contracts with Otto and see if they could work out some solution I told him of the objections you had raised, which I had agreed with From Otto's letter he has evidently gone over it with Johnny and they believe they can see a way that we can take these leases and still not involve ourselves in some obligations that we cannot reasonably keep

I asked Otto to discuss with Ed Henry (who designed the 1000-ton mill) the cost of increasing the mill capacity to 2000 tons You will note

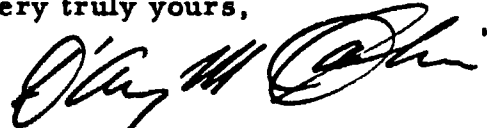
BR000200068

he states they have come to the conclusion that they can put in the 2000-ton mill for an increase in cost not to exceed 35% over the cost of a 1000-ton mill

In a telephone conversation last week, I asked John Inman to arrange for a conference between Pope Schoenberger, the American's metallurgist and myself so that we can decide if an increase in the mill from 1000-ton to 2000-tons is practical and get their ideas as to the additional cost. John said that the metallurgist that they depended upon is one of the American Cyanamid Company's who acts as a consultant for the American. Johnny stated he will not be able to arrange a meeting before Wednesday of the coming week.

I plan to leave here the fore part of the coming week and drive to Joplin. Pope can meet me up there and we can go into the matter and give you a report on it at that time.

Very truly yours,



D'Arcy M. Cashin

DMC fn  
Encl

BR000200069

October 4, 1951

Mr D M Cashin  
Houston Texas

My dear Mr Cashin

After doing considerable figuring ourselves and consulting with Ed Henry also, we have arrived at a figure of 25 to 35% as the additional cost of increasing the 1000-ton mill to a 2000-ton plant

Also we have been going into the matter of the leases In the first place your contract on the Quick Seven provides for the handling of any ores you may choose from other tracts, that means that if at any time you chose to operate only 8-hours per day on the Quick Seven pit you could also operate 16 hours per day upon ores from any other lease you had In addition Clarence Playter would co-operate with you in this as he feels he would actually be better off if the production on the Quick Seven were spread over a longer period

In the second place, it will not be possible to get any rental leases upon any of the tracts we would want to spend any money on from an exploration standpoint

In the third place, it will take a very considerable length of time to drill out these leases - and an even longer period to get them into production In addition it is only the part of wisdom to provide additional ore reserves by prospecting any favorable tracts of ground adjacent to the milling plant you will have on this ground you now have There is no question in my mind but that you can keep good faith with your lessor Quick Seven and also upon not only the leases in question but even others should we find it advantageous to secure them

Certainly we should not give up either the Little Mary acreage nor the Ammerman just because you cannot get them on a rental basis and you nor anyone else is going to get them on any more favorable terms than you now have them If we do not keep them now, and we get into production, these land owners then are pretty sure to hold out for 7-1/2 to 10% royalty

You must understand you are dealing with some landowners who have been previously stung by a rental lease. They had their land tied up for ten years on such a basis - and they refuse to deal that way again

A purely secondary reason is that we now have drill contractors gathered together and if we do not drill upon these leases as we now have them we shall have to let them go - and it has been a real difficult job to get these crews Now I have them at \$1 75 per foot but everyone else is paying a higher price, and I will, too, if I once more go back to competing for rigs

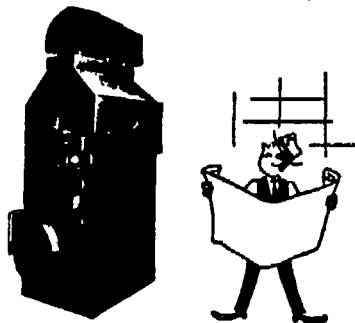
Yours very truly,

Otto Ruhl

/s/

RR000200070

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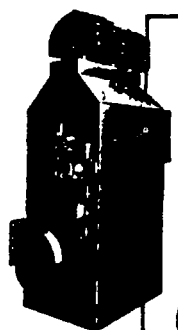
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# COMPANIES



ONE ORE SOURCE for American Zinc is its Mascot (Tenn) mine

## Zinc Maker Turns Buyer

Hard working Howard I. Young, president of American Zinc, Lead & Smelting Co., goes to Washington again. Now he'll help Jess Larson stir up metals and minerals expansion.

Jess Larson, a lawyer by trade, stepped into new territory when he took over the job of administering the newly formed Defense Materials Procurement Agency (BW—Aug 11 51 p134). Through DMPA, his job is to watch over the defense stockpile of strategic materials and at the same time to aid industry in expanding facilities for mining scarce minerals.

For the second part of his job, Larson needed the help of a man with a lot of mining and smelting experience. A few weeks ago he got the man: Howard I. Young, 62-year-old board chairman, president and general manager of American Zinc Lead & Smelting Co. in St. Louis (cover).

• A Miner's Miner—Industry liked Young's appointment as Larson's deputy administrator. In the nonferrous metals field, particularly, Young has long been active as industry's spokesman before congressional committees and government agencies. During World War II, he was deputy vice chairman of WPB in charge of metals and minerals. He has also been president since 1934 (longer than any other man) of the American Mining Congress, which represents all mining—coal, metals and nonmetals. And he was

president of the American Zinc Institute from 1934 to 1949.

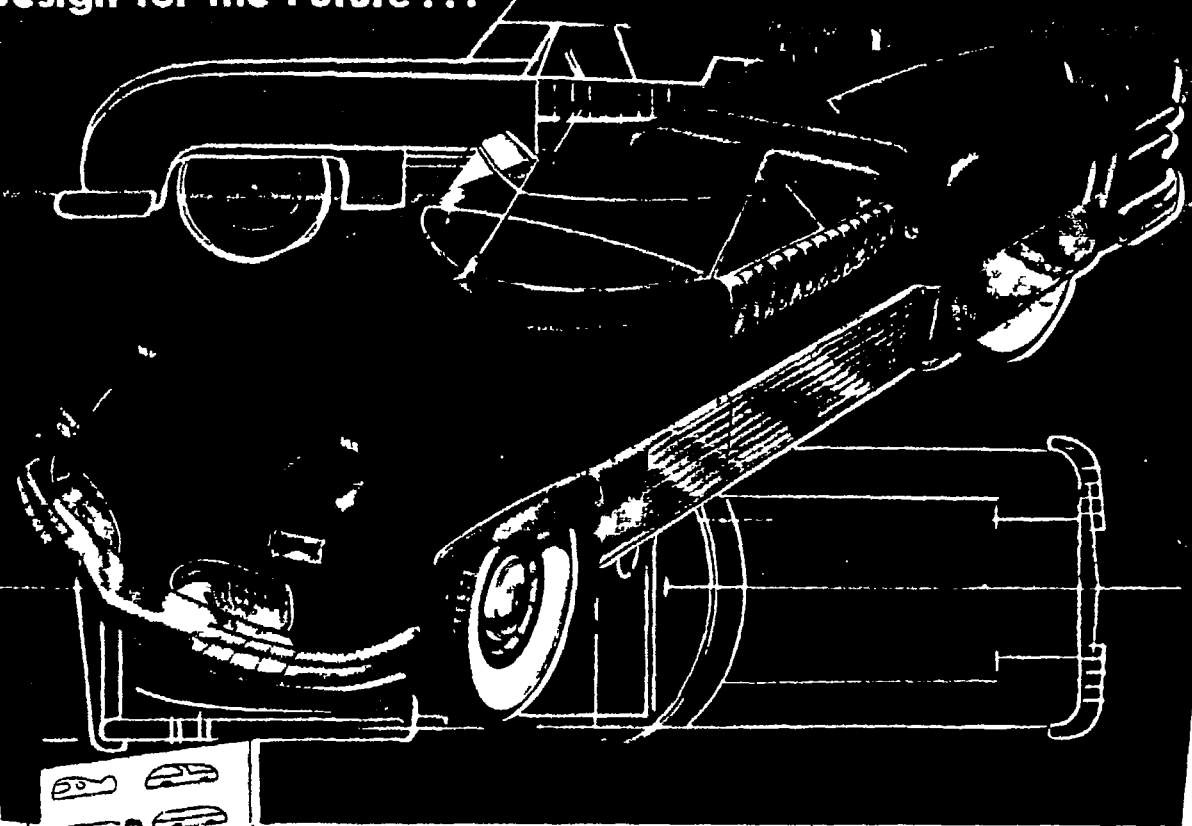
Once he gets through the housekeeping details of organizing an office and assembling a staff, Young will be able to turn full attention to the main job—of encouraging industry to turn out more metals and minerals. He thinks now that he can get that job going in about six months. Then he would like to turn the job over to someone else and go back to St. Louis and American Zinc.

In the meantime, Young will run his company as he did during World War II as a sort of presidency by mail and telephone. From his room in Washington's Mayflower Hotel (where he again resides), Young kept 14 mines, smelters and quarries running full blast and still was able to devote full working days to his job at WPB.

• Old Hand at the Job—Young is a seasoned hand at procuring scarce materials that has been one of his main jobs for the past 21 years as president of American Zinc. Unlike its biggest competitors, American Zinc depends to a large extent on outside supplies of zinc concentrates; its own mines produce only about a fifth of its needs. So the company is always on the watch

BR000200071

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**" 'you will tend to keep  
your fingers in a little bit of  
everything' "**

**AMERICAN ZINC begins on p 124**

for new sources particularly now when demand for zinc is high and supplies are short

A few months ago American Zinc took an important step forward in this competitive struggle for ore Young negotiated one of the largest contracts for zinc concentrates ever made It was with Barue Mines in Quebec a subsidiary of Golden Manitou Mines Ltd

The contract which may run for 10 to 15 years calls for American Zinc to buy 175 000 short tons of concentrates at a firm price based on 17½¢ a lb for prime western zinc slab—the present frozen price for zinc The contract also gives American Zinc an option on 175 000 more tons at the same price but with an escalator clause to cover possible cost increases

This week Young announced purchase of the Nellie B Mining Co second largest producer of zinc lead concentrates in the tristate district (Missouri Kansas Oklahoma) Young said the mining company whose three concentrating mills treat between 3 000 and 4 000 tons of zinc lead ores daily will supply about 12% of American Zinc's concentrate requirements

• **Green Thumb**—Both of these arrangements are typical of the kind of aggressive planning that Young has used to build his company up from its standing as 18th in the industry when he took over as president to fourth today

In 1950 American Zinc's net sales were only \$6 638 254 The price of zinc had declined below 3¢ a lb The company's ore reserves didn't look good There was talk of liquidating Last year net sales reached \$62 511 857

The organization chart at American Zinc makes it clear that credit for the company's enormous growth during this period goes mainly to president Young there is no one else at or near the top of the pyramid Young is board chairman president and general manager He was the company's last vice president in charge of operations before he was made president Under Young responsibility is delegated to vice presidents (one of whom is his eldest son Richard) and managers located at the mines and refineries On important matters they all report directly to Young

• **Detail Man**—Most presidents don't want to be bothered with details about individual plants Young insists on it Until a few years ago Young had been

every working drift in each company When you grow up in a company and you thoroughly enjoy the work says Young you will tend to keep your fingers in a little bit of everything Young has grown up with his company he started working for American Zinc in the Joplin (Mo) mining district as an accountant when he was 18 And quite obviously he enjoys his work

When he is in St Louis (he is away on company business almost half of the time) Young works in his office every night well past closing time After dinner at home he often pulls out a bridge table and goes to work again—on American Zinc business not bridge He usually works on holidays and occasionally on Sundays

• **Goes on Forever**—Only by working like this can Young run his company and the load of outside activities he carries When he retired as president of the American Zinc Institute in 1949 the directors gave him an atmospheric clock (it needs no winding) and commented it goes on forever like its new owner

A lot of Young's activities are entirely outside the industry He was recently board chairman of the St Louis Chamber of Commerce This year he was chairman of a multimillion-dollar sustaining fund for the YWCA He is a member of the budget and finance committee of the General Council of the Presbyterian Church And he is on the boards of Baltimore & Ohio R R Southwestern Bell General American Life and Scullin Steel

• **Born to Work**—Young was born to hard work and in a lead zinc atmosphere His first home was a farm about 20 mi north of Carthage Mo in the tristate area

After he finished high school Young went to Queen City Business College in Springfield This was an humble school consisting of one room upstairs over a hardware store but it found jobs for its students in a hurry Young spent only two months there—studying six days and four nights a week while holding down a part time job Then he got a job with a grocery company That ended his formal education

The retail business didn't appeal to Young turned to the mines in St. Louis City got a job feeding a crusher with a long handled shovel for 17½¢ an hour—the price of a pound of slab zinc today Then he spent a year in the office of the Carthage Foundry & Machine Works And at 18 he went to work for American Zinc

• **The Speedup**—Progress was at an Horatio Alger pace from then on At 19 Young was made cashier and office manager of the company's mining operations in Jasper County and was put in charge of all company leased lands

# new book explains

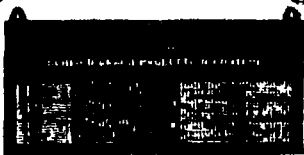
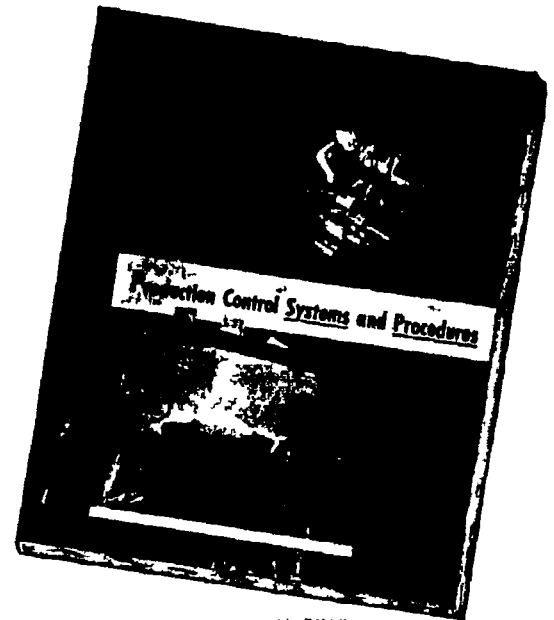
## Practical Production Control

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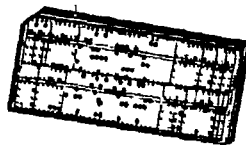
The answer to these problems lies in simplified and proved paper work systems. That's why we know our new book, "Production Control Systems and Procedures," can be a standard guide to material and production planning and control in your plant, whether it is large or small.

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## American Zinc ranked 18th out of 20 in the industry "

AMERICAN ZINC begins on p 124

in the county Six years later he was put in charge of all American Zinc mining operations in Missouri In an other five years (when he was 30) Young was manager of all the company's mines—which then spread across five states He held that job for nine years and then in 1928 became vice president in charge of operations

Two years later Young was made president

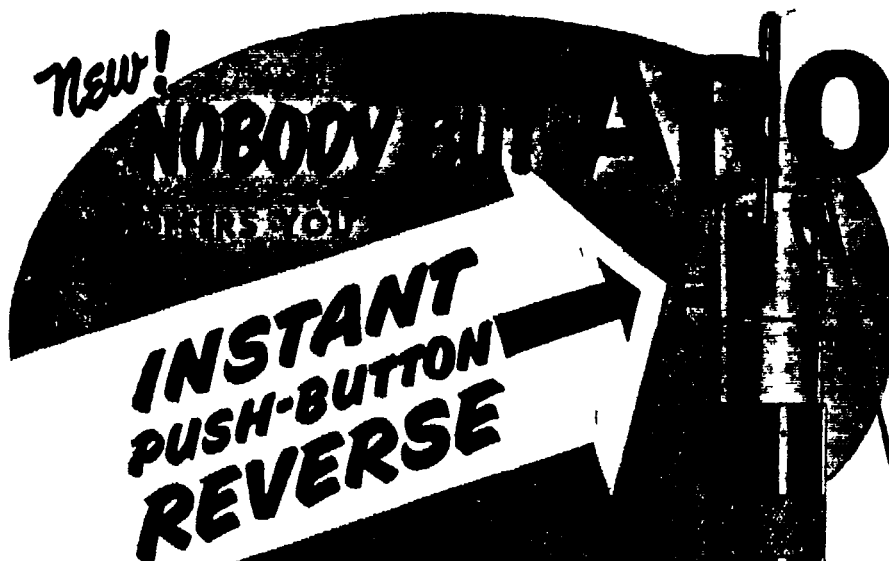
• Before and After—At that time American Zinc was producing only about 4% of the total domestic output of slab zinc It ranked 18th in the industry among 20 companies It stood fifth among five in production of zinc oxide It was tenth in quantity of concentrates mined It produced no cadmium at all

Last year American Zinc shipped 14% (140 466 tons) of the total domestic slab zinc output It now stands second in domestic production of primary slab zinc (Anaconda is first) third in output of zinc oxide (behind New Jersey Zinc and St. Joseph Lead) fifth in the quantity of concentrates taken from its own mines, third in production of cadmium

• Royalties—One source of American Zinc's income that promises to grow fast is the Heavy Media Separation Process that the company put into operation in 1935 (The process is one for removing rock from ore by immersing it in a solution heavy enough to float the rock, but light enough to let the ore sink to the bottom) About 70 plants now using this process pay American Zinc royalties that last year totaled \$85 521 Some 40 more plants that will use the process are now under construction

• Supply Problem—The big factor still limiting income is the scarcity of zinc concentrates Partly because of government stockpiling the demand for zinc has exceeded supply since 1950 Because of the frozen price of 17½¢ a lb on slab zinc in the U S foreign sources of concentrate (mainly Canada and Mexico) are hard to tap Foreign smelters are selling slab zinc for as high as 28¢ a lb Obviously they can afford to bid higher for concentrates than their American competitors

That's one reason why some men in the zinc industry think the government should raise the slab zinc ceiling Young is not one of them He thinks aluminum is too competitive with zinc now to take a chance on a price increase



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2 to 15 horsepower



20 to 125 horsepower



150 to 400 horsepower

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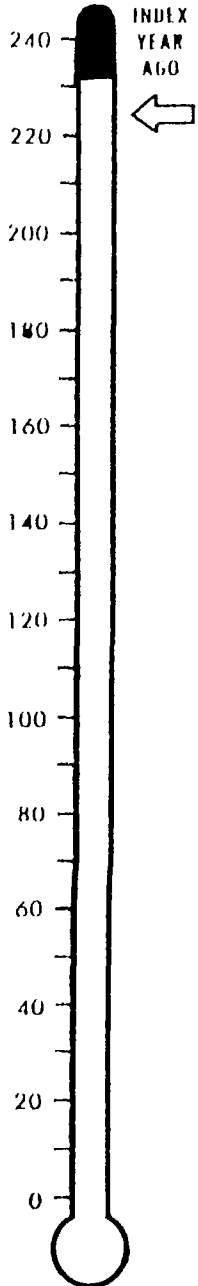
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# BUSINESS WEEK

MORE FERROALLOYS  
TO BOLSTER

Steel Expansion

PAGE 66

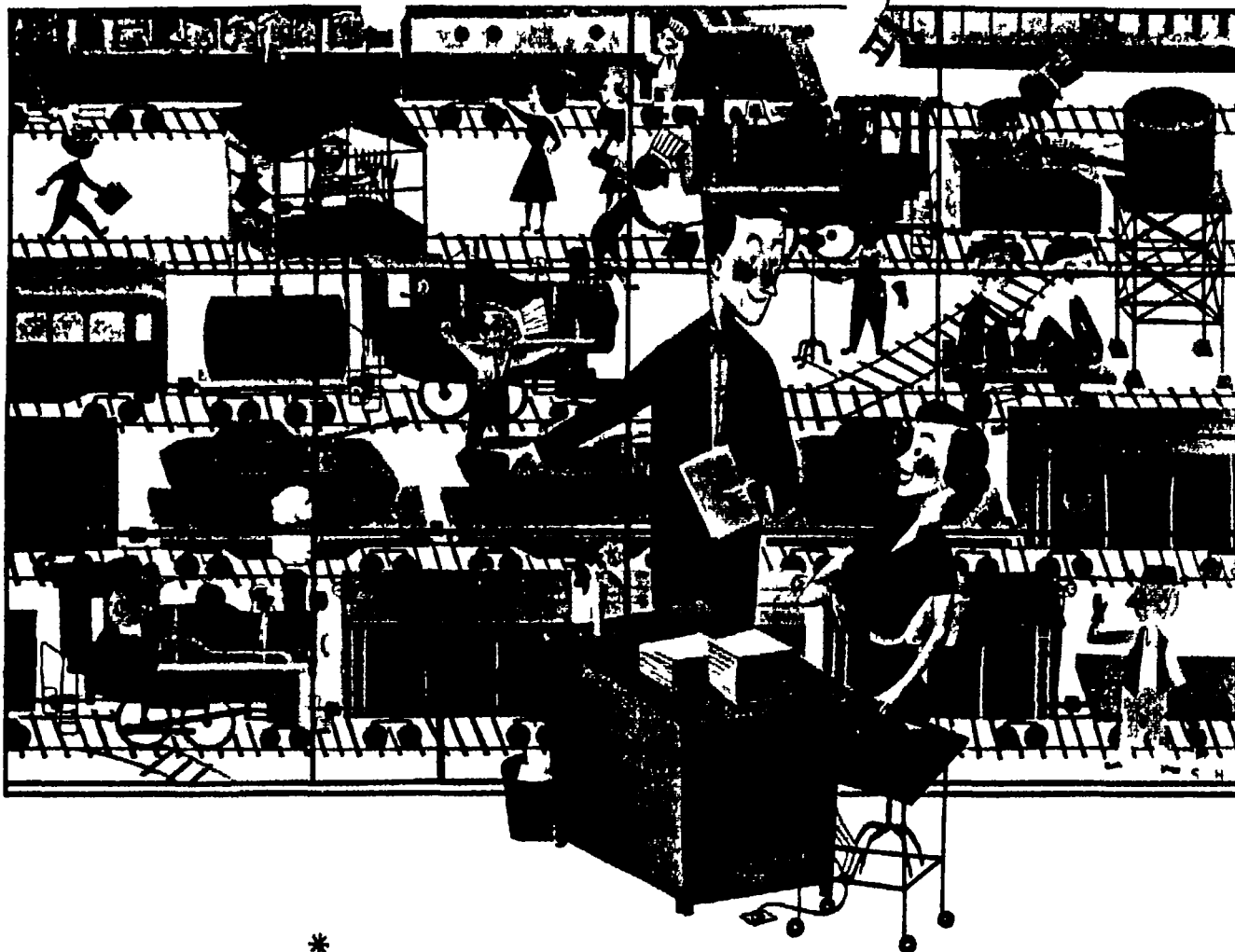


Howard I. Young American Zinc chief is a big wheel in Washington too (page 124)

A MCGRAW HILL PUBLICATION

OCT. 6, 1951

MR. GEORGE BROWN  
from  
D'Arcy Cashin  
PR000200077



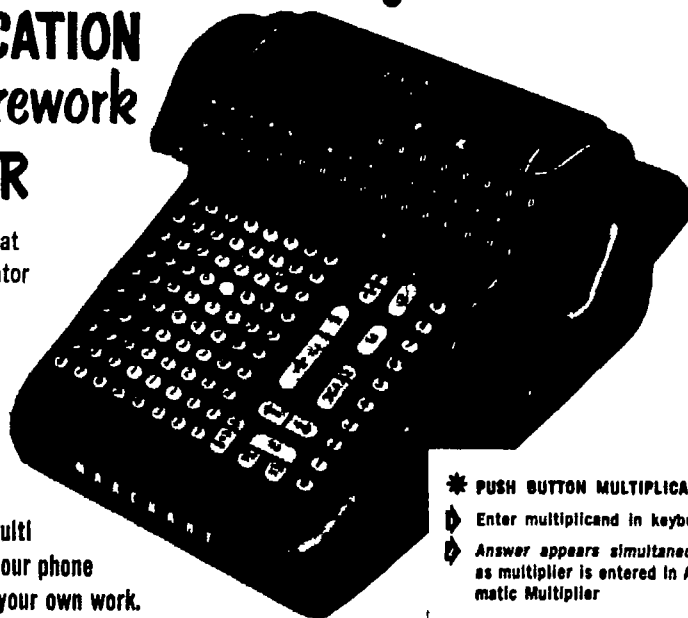
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**EASIER**—because Marchant saves the operator at least one step in every multiplication problem

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More than half of all calculator work is multiplication. Therefore the obvious choice is the calculator that multiplies faster, easier, surer. Call the Marchant Man in your phone book—he'll prove it with a demonstration on your own work.



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- ▶ Enter multiplicand in keyboard
- ▶ Answer appears simultaneously as multiplier is entered in Automatic Multiplier



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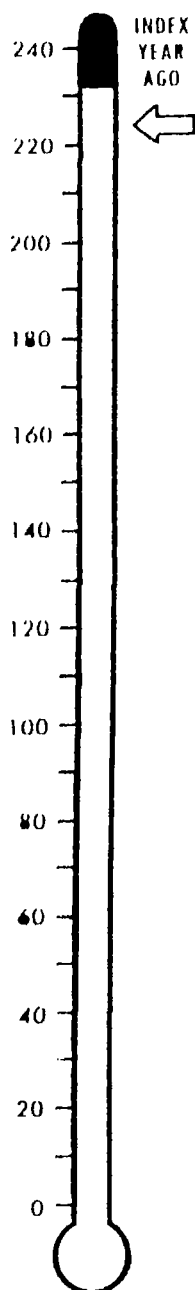
BRO0200077-A

# BUSINESS WEEK

MORE FERROALLOYS  
TO BOLSTER

Steel Expansion

PAGE 66



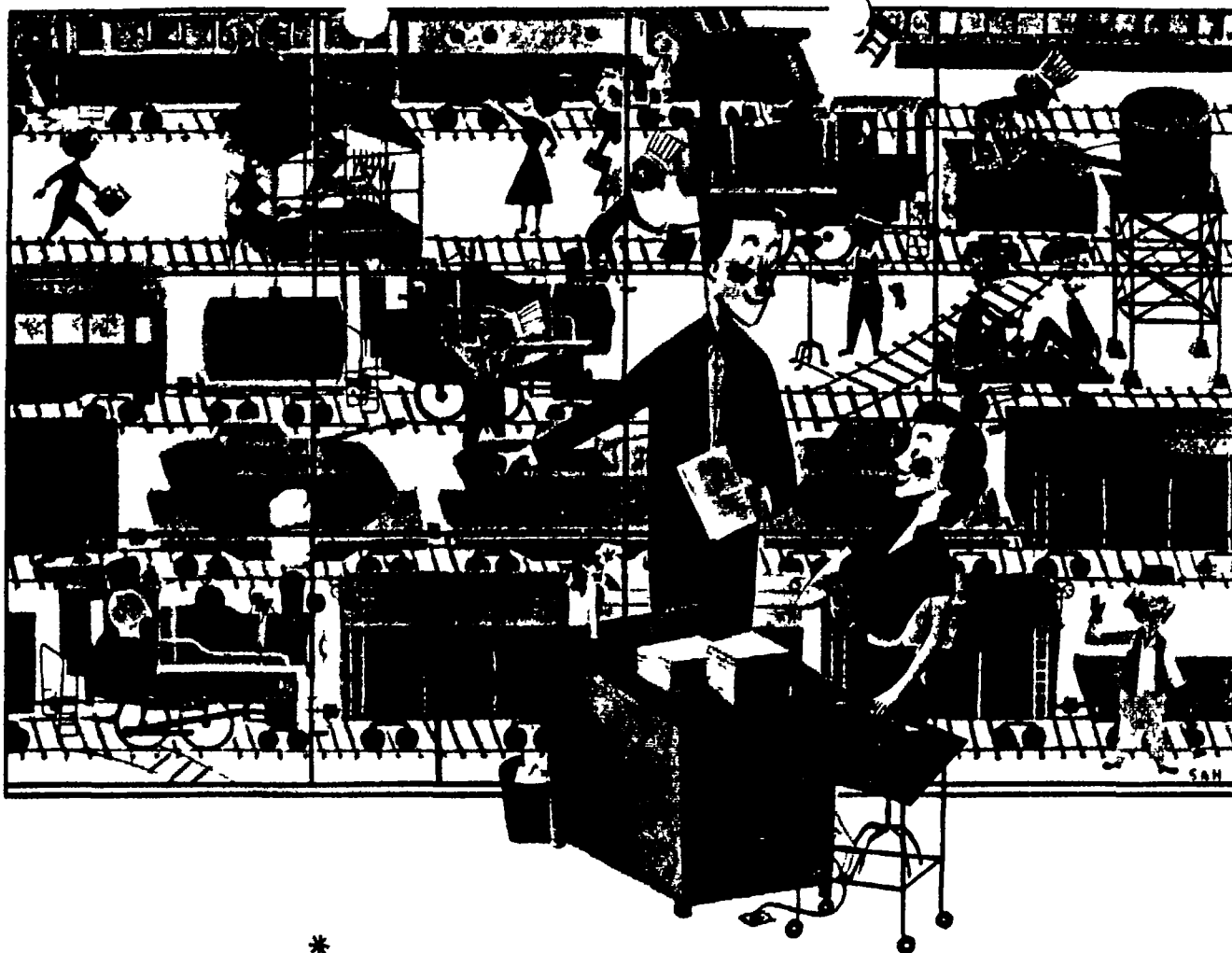
Howard I. Young American Zinc chief is a big wheel in Washington too (page 124)

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OCT. 6, 1951

MR. HERMAN BROWN  
from

D'Arcy Cashin  
BR000200078



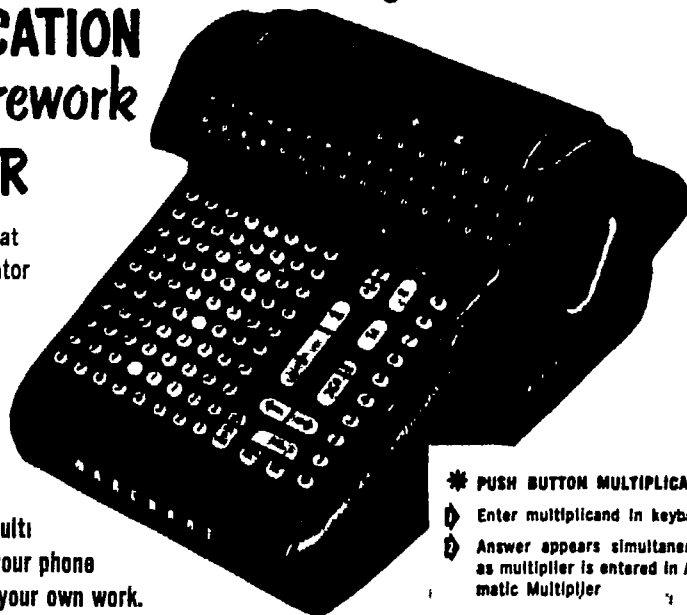
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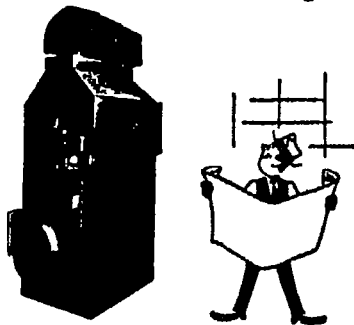
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PR000200079



**FOR PRODUCTION MANAGER,  
WHO WANT  
FASTER OPERATIONS**



Dravo Counterflo direct fired Heaters, ideal for heating large open spaces in commercial and industrial plants are easily adapted for process curing and drying too!

These versatile heaters give you many advantages

- automatic controls—on-off or modulating require little attention
- quick warm up—heat is produced instantly on the spot delivered where needed
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- dependability—stainless steel combustion chamber eliminates refractory lining strong mill type construction offers years of satisfactory service
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PRODUCTION  
MANAGER SAYS:**



In our process business, drying is one of the top problems. The Dravo Heater was installed in combination with our existing equipment. The heater supplementing our original equipment, has cut drying time in half which in effect, means that we have doubled our production



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Know More?**

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# COMPANIES



ONE ORE SOURCE for American Zinc is its Mascot (Tenn) mine.

## Zinc Maker Turns Buyer

Hard working Howard I. Young, president of American Zinc, Lead & Smelting Co., goes to Washington again. Now he'll help Jess Larson stir up metals and minerals expansion.

Jess Larson, a lawyer by trade, stepped into new territory when he took over the job of administering the newly formed Defense Materials Procurement Agency (BW—Aug 11 51, p134). Through DMPA, his job is to watch over the defense stockpile of strategic materials and at the same time to aid industry in expanding facilities for mining scarce minerals.

For the second part of his job, Larson needed the help of a man with a lot of mining and smelting experience. A few weeks ago, he got the man: Howard I. Young, 62-year-old board chairman, president and general manager of American Zinc, Lead & Smelting Co. in St. Louis (cover).

• **A Miner's Miner**—Industry liked Young's appointment as Larson's deputy administrator. In the nonferrous metals field, particularly, Young has long been active as industry's spokesman before congressional committees and government agencies. During World War II, he was deputy vice chairman of WPB in charge of metals and minerals. He has also been president since 1934 (longer than any other man) of the American Mining Congress, which represents all mining—coal, metals and nonmetallics. And he was

president of the American Zinc Institute from 1934 to 1949.

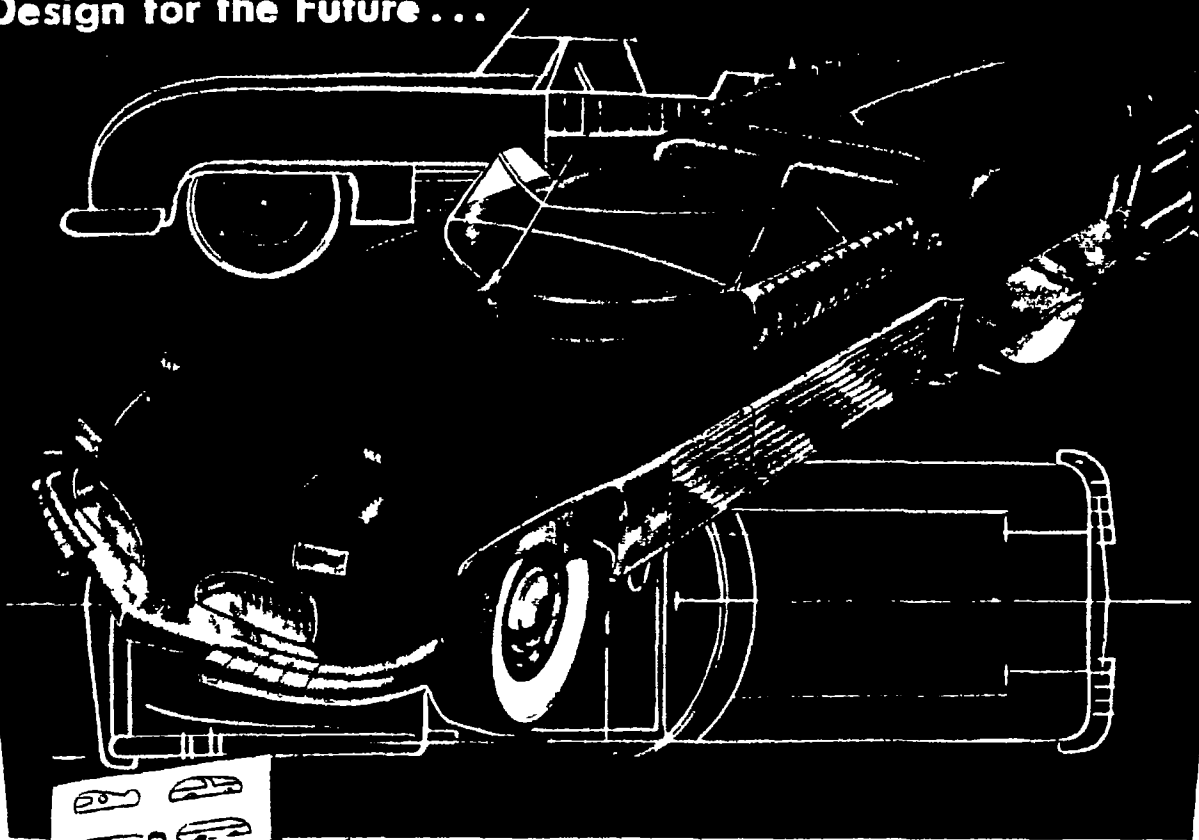
Once he gets through the housekeeping details of organizing an office and assembling a staff, Young will be able to turn full attention to the main job—of encouraging industry to turn out more metals and minerals. He thinks now that he can get that job going in about six months. Then he would like to turn the job over to someone else and go back to St. Louis and American Zinc.

In the meantime, Young will run his company as he did during World War II as a sort of president by mail and telephone. From his room in Washington's Mayflower Hotel (where he again resides), Young kept 14 mines, smelters and quarries running full blast and still was able to devote full working days to his job at WPB.

• **Old Hand at the Job**—Young is a seasoned hand at procuring scarce materials that has been one of his main jobs for the past 21 years as president of American Zinc. Unlike its biggest competitors, American Zinc depends to a large extent on outside supplies of zinc concentrates; its own mines produce only about a fifth of its needs. So the company is always on the watch

BRO0020080

**Design for the Future . . .**



## **To the Executive Planning for TOMORROW...**

Here is a forecast of your new automobile for the 1960's. Leading automotive manufacturers have just such advance models *now*—designs that are virtually all aluminum and other light alloys. Even the more powerful engines will be constructed of lightweight metals. And just as *today's* models include the features from forecast designs of a decade ago, ideas from present advance models will be used in *tomorrow's* production.

Profit from the "future-thinking" automotive engineer—put aluminum on your drawing boards for *tomorrow's* designs. Supplies of bauxite ore are ample for generations and thus, together with expanding aluminum production facilities, assures a steadily mounting supply of *tomorrow's main metal* at a consistently low price.

Reynolds Aluminum Specialists are now working with many companies on their future designs. They will be glad to work with your designers to assure

you of the maximum benefits of aluminum—low cost, lightweight with strength, natural attractiveness, wide range of finishes, freedom from destructive rust, ease of fabrication.

Today call the Reynolds office listed under "Aluminum" in your classified telephone directory. Or, write to Reynolds Metals Company, 2585 South Third Street, Louisville 1, Kentucky.

.....

### **and to the Man in Charge of TODAY'S PRODUCTION!**

Do you have a defense contract that specifies aluminum? To eliminate production problems, acquaint yourself with the accepted production techniques for fabricating aluminum. Write for complete list of Reynolds technical books covering every phase of fabrication. And for special problems, take advantage of Reynolds' trained staff of aluminum specialists.



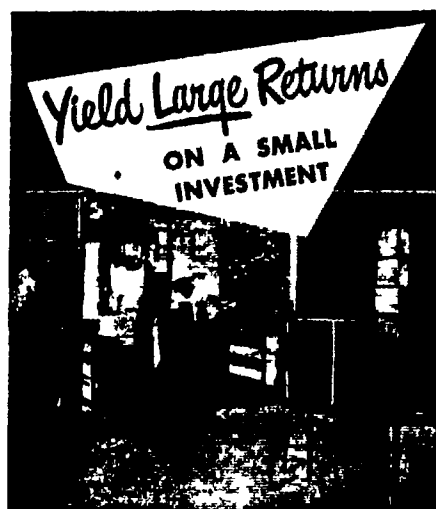
# **REYNOLDS ALUMINUM**

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NATION'S LARGEST  
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PRODUCTION  
FOUNDRIES

ESTABLISHED 1866  
**THE WHELAND  
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Cincinnati 32 Ohio



**" 'you will tend to keep  
your fingers in a little bit of  
everything' "**

**AMERICAN ZINC begins on p 124**

for new sources particularly now when demand for zinc is high and supplies are short

A few months ago American Zinc took an important step forward in this competitive struggle for ore Young negotiated one of the largest contracts for zinc concentrates ever made It was with Barue Mines in Quebec a subsidiary of Golden Manitou Mines Ltd

The contract which may run for 10 to 15 years calls for American Zinc to buy 175 000 short tons of concentrates at a firm price based on 17½¢ a lb for prime western zinc slab—the present frozen price for zinc The contract also gives American Zinc an option on 175 000 more tons at the same price but with an escalator clause to cover possible cost increases

This week Young announced purchase of the Nellie B Mining Co second largest producer of zinc lead concentrates in the tristate district (Missouri Kansas Oklahoma) Young said the mining company whose three concentrating mills treat between 3 000 and 4 000 tons of zinc lead ores daily will supply about 12% of American Zinc's concentrate requirements

• **Green Thumb**—Both of these arrangements are typical of the kind of aggressive planning that Young has used to build his company up from its standing as 18th in the industry when he took over as president to fourth today

In 1930 American Zinc's net sales were only \$6 638 254 The price of zinc had declined below 3¢ a lb The company's ore reserves didn't look good There was talk of liquidating Last year net sales reached \$62 511 857

The organization chart at American Zinc makes it clear that credit for the company's enormous growth during this period goes mainly to president Young there is no one else at or near the top of the pyramid Young is board chairman president and general manager He was the company's last vice president in charge of operations before he was made president Under Young responsibility is delegated to vice presidents (one of whom is his eldest son Richard) and managers located at the mines and refineries On important matters they all report directly to Young

• **Detail Man**—Most presidents don't want to be bothered with details about individual plants Young insists on it Until a few years ago Young had been

very working drift in each company mine When you grow up in a company and you thoroughly enjoy the work says Young you will tend to keep your fingers in a little bit of everything Young has grown up with his company he started working for American Zinc in the Joplin (Mo) mining district is an accountant when he was 18 And quite obviously he enjoys his work

When he is in St Louis (he is away on company business almost half of the time) Young works in his office every night well past closing time After dinner at home he often pulls out a bridge table and goes to work again—on American Zinc business not bridge He usually works on holidays and occasionally on Sundays

• **Goes on Forever**—Only by working like this can Young run his company and the load of outside activities he carries When he retired as president of the American Zinc Institute in 1949 the directors gave him an atmospheric clock (it needs no winding) and commented it goes on forever like its new owner

A lot of Young's activities are entirely outside the industry He was recently board chairman of the St Louis Chamber of Commerce This year he was chairman of a multimillion dollar sustaining fund for the YWCA He is a member of the budget and finance committee of the General Council of the Presbyterian Church And he is on the boards of Baltimore & Ohio R R Southwestern Bell General American Life and Scullin Steel

• **Born to Work**—Young was born to hard work and in a lead zinc atmosphere His first home was a farm about 20 mi north of Carthage Mo in the tristate area

After he finished high school Young went to Queen City Business College in Springfield This was an humble school, consisting of one room upstairs over a hardware store but it found jobs for its students in a hurry Young spent only two months there—studying six days and four nights a week while holding down a part time job Then he got a job with a grocery company That ended his formal education

The retail business didn't appeal so Young turned to the mines in Stotts City got a job feeding a crusher with a long handled shovel for 17½¢ an hour—the price of a pound of slab zinc today Then he spent a year in the office of the Carthage Foundry & Machine Works And at 18 he went to work for American Zinc

• **The Speedup**—Progress was at an Horatio Alger pace from then on At 19 Young was made cashier and office manager of the company's mining operations in Jasper County and was put in charge of all company leased lands

# new book explains

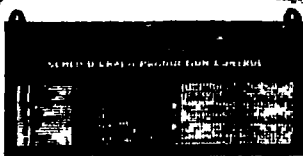
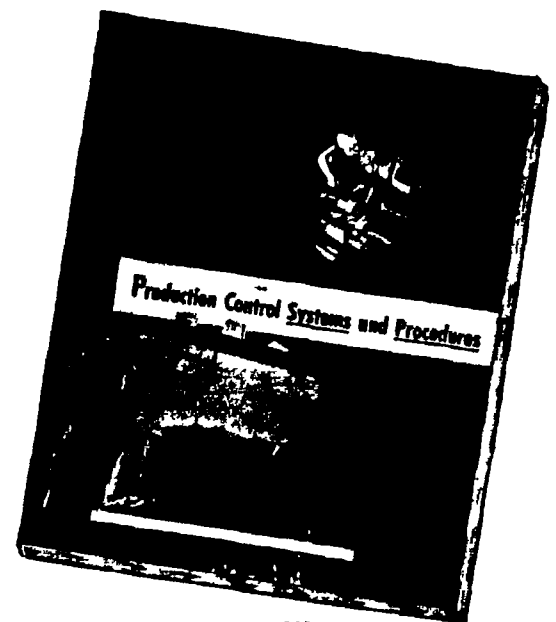
## Practical Production Control

Most of your manufacturing problems today can be summed up in two words — *materials* and *production*.

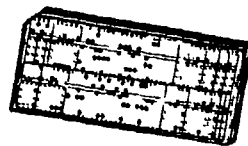
The answer to these problems lies in simplified and proved paper work systems. That's why we know our new book, "Production Control Systems and Procedures," can be a standard guide to material and production planning and control in your plant, whether it is large or small.

This book outlines actual case histories based on the vast combined experience of practical men who solved the complex production control problems of a regulated economy. These men now bring you, free, their analysis of simplified means for coordinating men, materials and machines.

*Here are a few of the practical ideas  
you will find in this book . . .*



How to keep up maximum output, curb costly production delays — by using **SCHED-U GRAPH CHART BOARDS** to set up long range flexible production schedules and to provide positive control of machine loads and parts needed for assembly line operations.



How to detail advance requirements of parts and raw materials for effective procurement action — with **PUNCHED-CARD TABULATION SYSTEMS** that explode bills of materials mechanically quickly and also provide the facts needed to prepare CMP allotment applications.



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'Production Control Systems and Procedures' Form No X1268 will show you how these proved ideas can help solve your production control problems. For your free copy, phone our nearest Business Equipment Center. Or write to: Room 1376 Management Controls Reference Library, Remington Rand Inc., 315 Fourth Avenue, New York 10, N.Y.

**Remington Rand**

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## Two Fast Daily LCL Merchandise Cars of a FLEET Operated by The Minneapolis & St. Louis Railway (via the Peoria Gateway)



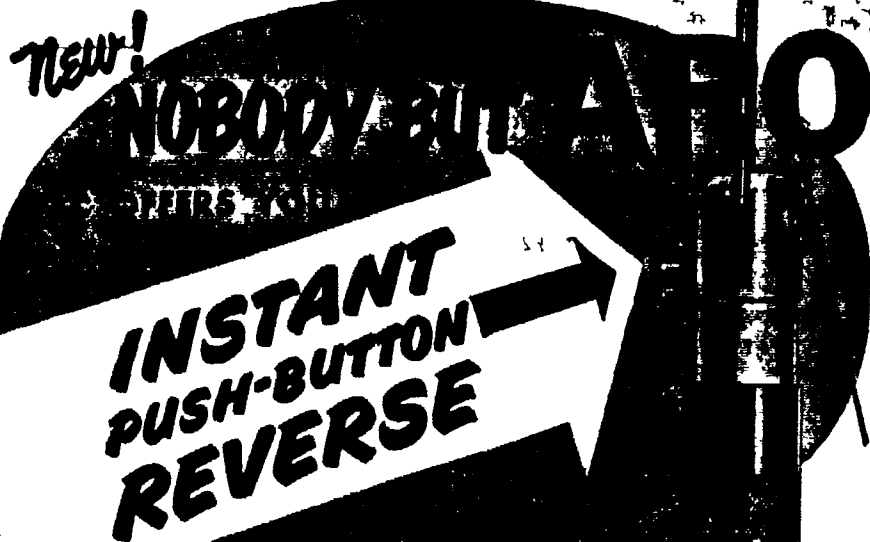
Between points in the Great Midwest  
and cities of the East and South Less Carload  
Freight moves Faster over the M. & St. L. and its  
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Typical examples of Thru Cars in Daily LCL Service via the M. & St. L., saving Hours and even Days of Time in Transit on merchandise shipments are two east and westbound between Minneapolis-St. Paul, Minnesota, and Indianapolis, Indiana.

For information on M. & St. L. Fast LCL Service write wire or phone for 1951 Merchandise Freight Schedules When it's LCL Ship M. & St. L.

## The MINNEAPOLIS & ST. LOUIS Railway

Merchandise Traffic Department: 111 East Franklin Avenue, Minneapolis 4, Minn.



### A REVOLUTIONARY SCREW DRIVER SET-TOOL SETTER

ARO's new push button valve means instant reverse action  
no need to remove from work no stopping to turn levers  
no wasted time

Adjustable clutch (available with positive clutch) Length  
7 11/16" outside diameter 1 5/16" weight 1 4 lb

This outstanding tool must be seen in action to appreciate its  
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**AIR TOOLS** Also LUBRICATING  
EQUIPMENT HYDRAULIC EQUIPMENT AIRCRAFT  
PRODUCTS GREASE FITTINGS



AR000200084

## American Zinc ranked 18th out of 20 in the in- dustry "

AMERICAN ZINC begins on p 124

in the county Six years later he was put in charge of all American Zinc mining operations in Missouri In another five years (when he was 30) Young was manager of all the company's mines—which then spread across five states He held that job for nine years and then in 1928 became vice president in charge of operations

Two years later Young was made president

• Before and After—At that time American Zinc was producing only about 4% of the total domestic output of slab zinc It ranked 18th in the industry among 20 companies It stood fifth among five in production of zinc oxide It was tenth in quantity of concentrates mined It produced no cadmium at all

Last year American Zinc shipped 14% (140 466 tons) of the total domestic slab zinc output It now stands second in domestic production of primary slab zinc (Anaconda is first) third in output of zinc oxide (behind New Jersey Zinc and St Joseph Lead) fifth in the quantity of concentrates taken from its own mines, third in production of cadmium

• Royalties—One source of American Zinc's income that promises to grow fast is the Heavy Media Separation Process that the company put into operation in 1935 (The process is one for removing rock from ore by immersing it in a solution heavy enough to float the rock but light enough to let the ore sink to the bottom) About 70 plants now using this process pay American Zinc royalties that last year totaled \$85 521 Some 40 more plants that will use the process are now under construction

• Supply Problem—The big factor still limiting income is the scarcity of zinc concentrates Partly because of government stockpiling the demand for zinc has exceeded supply since 1950 Because of the frozen price of 17 1/4¢ a lb on slab zinc in the U S foreign sources of concentrate (mainly in Canada and Mexico) are hard to tap Foreign smelters are selling slab zinc for as high as 28¢ a lb Obviously they can afford to bid higher for concentrates than their American competitors

That's one reason why some men in the zinc industry think the government should raise the slab zinc ceiling Young is not one of them He thinks aluminum is too competitive with zinc now to take a chance on a price increase



Four Century 5 horsepower splash proof motors driving fans



Two Century 30 horsepower motors driving refrigeration compressors

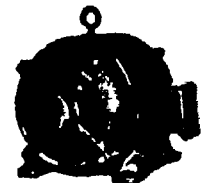
*Century*  
TYPE SC  
SQUIRREL CAGE MOTORS



1/8 to 3/4 horsepower



1 to 1 1/2 horsepower



2 to 15 horsepower



20 to 125 horsepower



150 to 400 horsepower

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## Select *Century* Motors

## To Give You Long-Life Performance With Least Down-Time

The correct selection of the right combination of motor type, speed, power, torque, frame and mounting keeps Century motors on the job

Team work between your motorized equipment producers and Century motor engineers means that you always get the right motor—selected from Century's wide range of types and kinds, in sizes from 1/8 to 400 horsepower for single or polyphase alternating current and direct current. You can be confident that you get top performance from the fine equipment these motors drive.

Skillful application makes sure that Century motors meet the exacting requirements of the machines they drive. That's your assurance of dependability.

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Century Electric Company is celebrating its 50th year in the electrical industry

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for all your electric power requirements

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STATEMENT OF INCOME & EXPENSE  
WEBB CITY OPERATIONS  
JANUARY 1, 1951 THROUGH SEPTEMBER 30, 1951

	JULY	AUGUST	SEPTEMBER	TOTAL TO DATE
<u>INCOME</u>				
Turkey Creek Mining Co	\$ 527 11	\$ 307.10	\$ 204 21	\$ 1,815 03
John Blank				1 76
Sam Darnell-Landreth Property				50.00
Total Income	\$ 527.11	\$ 307.10	\$ 204.31	\$ 1,806.84
<u>EXPENSES</u>				
Labor Payroll	\$ 1,069 09	\$ 1,117 84	\$ 1,434 43	\$ 7,315 03
Outside Equipment Rental	1,187 33	-0-	-0-	2,374 66
B&R Equipment Charge	100.00	180.00	250 00	1,188 16
Gasoline, Fuel & Oil	1,811.61	306 80	188.39	3,883 91
Repairs - Outside Equipment	313 16	14.06	-0-	640 38
Equipment Supplies	-0-	5.25	29.31	34 56
Tires & Tubes	-0-	2 25	24 95	27 20
Payroll Taxes	48 10	38 54	34 43	287 29
Payroll Insurance	11 33	11 78	15 00	74 93
Welding Supplies	-0-	-0-	48 51	48 51
Miscellaneous Supplies	-0-	-0-	-0-	87 05
Building Operations & Maintenance	123.99	-0-	-0-	259 73
Otto Muhl, Engineering Service	616 19	740 80	507 57	5,508 40
Carl H Plumb - Engineering Service	325.60	344 45	321.94	1,532 45
Wm M Stewart Engineering Service	85 66	4 74	-0-	302 13
E A Henry Engineering Service	582.50	-0-	-0-	582 50
Light, Heat & Water	-0-	-0-	-0-	6 24
C C Playter - Engineering Service	416 67	416 67	416 67	2,500 02
Paul E Bradley - Legal Fee	42 63	-0-	45.00	1,626 81
Move in - move out	-0-	1,500 00	-0-	1,500 00
Office Supplies	4.38	-0-	-0-	67.89
Postage & Express	-0-	-0-	-0-	4 80
Office Rent (F E Aspoos)	-0-	88 00	-0-	88.00
Telephone & Telegraph	36 71	9.01	-0-	217 41
Testing & Lab Analysis	700 80	5,599 87	4,421 25	26,420.51
D'Arcy M Cashin-Traveling Expense	644.98	270.66	181 35	3,968 69
Webb City Bank - Service Charge	2 00	4.37	-0-	25 51
Webb City Lease Rentals				
Newell-Morse Corp	L-1			80 00
Ralph R Robinson, et al	L-2			100.00
Ralph R Robinson	L-2 A			169.00
Independent Gravel Co.	L-4			10.00
Independent Gravel Co	L-5			321.25
Independent Gravel Co.	L-5 A			20.00
Independent Gravel Co.	L-7			20.00
E W Heiniger	L-15			20 00
Merchants & Miners Bank	L-16			60 00
W C Burch - Birdsall	L-17			15 00
L R Reynolds	L-19			79 25
Missouri Zinc Field Co	L-22			200 00
Jesse L Burch	L-24			17 00
Connor Investment Co	L-25			300.00
Russell Shaffer	L-27			75 00
F C & J W Wallower	L-32			197 50
J I Smith	L-37			60.00
F C & J H Wallower	L-39			53 78
W L King	L-40			30 86
Juanita Wallower	L-41			30 00

BR000200086

(Cont'd Page 2)

STATEMENT OF INCOME & EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1951 THROUGH SEPTEMBER 30, 1951

Page 2 of 2

		<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>TOTAL TO DATE</u>
F C & J H Wallower	L-42				10 00
Harold & Thelma Fenix	L-5				40.00
Wm N & Loretta Brown	L-3				106 00
Wilbur & Roberta Owens	L-7				160 00
L W Scurlock	L-8				75 00
Wesley & Zetta Vann	L-9				80 00
Bert & Agnes Ellis	L-10				40 00
Tillie Readin, et al	L-12				4 00
Katherine J Douthat	L-4				80 00
Mrs W Delge, et al	L-12	6.58			6 58
Wm Smercina, et al	L-43	20.00			20.00
Zella & Geo Spiva	L-11		11 00		11 00
Frank Fenix, et al			20.00		20.00
Total Rentals		\$ 26 58	\$ 31 00	-0-	\$ 2,511.22
Total Expenses		\$ 8,149.31	\$ 10,686.09	\$ 7,918.80	\$ 63,083.04
NET LOSS		\$ (7,622.20)	\$ (10,378.99)	\$ (7,714.49)	\$ (61,217.20)

Land (Purchased in 1951 - Not in expense)

160 acres - Jasper County, Mo	\$ 8,000 00	
240 acres - Jasper County, Mo	15,000.00	\$23,000 00

Leaseholds (Purchased in 1951 - Not in expense)

Quick Seven Property		2,500.00
Total		<u>\$ 25,500.00</u>

BR000200087



D'ARCY M CASHIN  
EXCESS BAGGAGE CHARGES  
ON EXPENSE ACCOUNTS  
1950 - 1951

		<u>VOUCHER NUMBER</u>	<u>AMOUNT</u>
April 3-5, 1950	Joplin, Mo.	8-630	\$0.70
Aug. 12-15, 1950	Joplin, Mo.	8-630	6.10
Sept 3-7, 1950	Joplin & St Louis, Mo.	11-406	16.12
Sept 11-17, 1950	Washington, D C. & Joplin, Mo.	11-406	1.23
Sept. 23-30, 1950	Joplin & St Louis, Mo.	11-406	11.56
Oct. 1-3, 1950	Washington, D C.	11-406	21.70
Nov. 21-25, 1950	Joplin, Mo.	12-834	3.85
Dec. 7-9, 1950	Joplin, Mo.	12-834	1.05
Dec 13-16, 1950	Washington, D.C & Joplin, Mo.	1-189	1.23
Jan 2-5, 1951	Joplin, Mo.	1-189	11.20
Jan 17-2 , 1951	Joplin, Mo.	2-415	6.83
Mar. 8-11, 1951	Joplin, Mo.	3-931	8.28
Mar 26-31, 1951	Joplin, Mo.	4-114	14.32
Apr. 18-22, 1951	Joplin, Mo.	4-1181	12 81
May 4-11, 1951	Joplin, Mo.	5-306	16.69
June 27-30, 1951	Joplin, Mo. - Not yet paid		<u>12.98</u>
TOTAL			<u>\$146.65</u>

BR000200088

ARTD (APCO)  
(PRA)  
TSPP

07-RIN-00226-97

FREEDOM OF INFORMATION ACT (FOIA) GUIDE AND PROGRAM CHECKLIST

Case/Humphrey  
SPED

A FOIA request for records held or believed to be held by EPA  
The request need not specifically refer to the FOIA. The Act requires that agencies  
provide records unless they are exempt

FOIA OFFICE (PRA)  
WAM/Brandner  
PBAF

FOIA requests are logged into the FOIMATS system by the FOIA Coordi-  
nator PBAF. THE FOIMATS system assigns a control number and generates a control slip  
which produces an acknowledgement letter which is sent to the requestor  
Copies of the request are hand-carried to appropriate programs/offices

Upon receipt of records and backup material from the programs/offices the FOIA  
Coordinator prepares an appropriate response letter for signature by the Freedom  
of Information Officer for all responses except initial denials. Initial denials  
are prepared by the FOIA Coordinator for the signature of the appropriate Division  
Director

PROGRAM RESPONSIBILITY

Understand what the writer is asking for. If not, call the requestor for  
clarification. (Scope of request can often be narrowed)

If fees for processing request exceed \$25.00 and requestor has not indicated in letter  
willingness to pay up to a specified amount, call requestor advising of estimated fees  
for processing request and obtain agreement to reimburse the Agency

Document all actions for processing request. Complete the Program Checklist (below)  
before submittal to the FOIA Coordinator.

Assure that ALL portions of request which your program/office is responsible for have  
been responded to. When the records responsive to the request are prepared and Program  
Checklist completed, send to FOIA Coordinator with any details that should be known for  
preparation of response letter. INCLUDE THE CONTROL SLIP when submitting to the FOIA  
Coordinator. The FOIA control number is the only means of identification and tracking

Program Checklist for transmittal of records/information to PBAF for response letter

	Yes	Date	No	N/A
Program has responsive records	___	3/25/1	___	___
Index of records released and/or denied	___	___	___	___
Counsel consulted re releasability of records	___	___	___	___
Exemption cited for records denied 5 U.S.C. 552(b) _____	___	___	___	___
Record(s) listed for initial denial and CFR cited	___	___	___	___
Copy(ies) of record(s) initially denied in program's files or submitted to FOIA Coordinator (in case of appeal)	___	___	___	___
Business confidentiality determination applicable	___	___	___	___
Program notified third party by letter from Division Director of opportunity to substantiate business confidentiality claim	___	___	___	___
Assist CNSL in making final confidentiality determination	___	___	___	___
Extension of 'due date' requested (2112(e) (1) (2) or (3))	___	___	___	___
Requestor advised of charges and agreed to payment	___	___	___	___
Cost of processing request: Record search _____ @ _____ review _____ @ _____ copying _____ pages	___	___	___	___
@ 15 per page actual cost to EPA _____	___	___	___	___
Date of transmittal of records/information to PBAF _____	___	___	___	___
Person responsible for gathering records/information _____	___	___	___	___

Division Director (or designee) concurrence/signature

B R Shiver

No DATA

**Freedom of Information Act Request**  
**07-RIN-00226-97**

**Requestor**            **C SOLEDAD**            **Request Date**            **03/12/97**  
                              **ALBARRACIN**

**Company**            **HANCOCK,**            **Date Received**            **03/13/97**  
                              **ROTHERT AND**  
                              **BUNSHOFT,**  
                              **L L P**

**Fee Category**            **COMMERCIAL**            **Acknowledged**            **03/13/97**

**Subject**            **COLORADO INTERSTATE GAS COMPANY AND/OR**  
                              **COLORADO INTERSTATE CORPORATION, LAKIN**  
                              **COMPRESSOR STATION, KEARNY COUNTY, KS**

**Lead Office**            **07-PBAF**

**Assigned to**            **07-ARBR, 07-CNSL, 07-PBAF, 07-RCRA, 07-SPFD, 07-TOPE,**  
**07-WACM**

**Original Due Date**    **03/27/97**            **New Due Date**

**Fee Waiver**  
**Requested**            **NO**

**FIS Initials**            **EN**

**SPECIAL INSTRUCTIONS**  
  
**PROGRAMS PROVIDE INPUT,**  
**PBAF SIGNATURE**

**FOIAS ARE HAND-CARRIED TO**  
**DIVISION/BRANCH/OFFICE ON DATE**  
**RECEIVED FOIAS ARE DUE 10 WORKING**  
**DAYS FROM DATE RECEIVED**

\_\_\_\_\_  
**REC'D BY**

**MAR 13, 1997**



L-9  
 KEARNEY COUNTY  
 KS  
 NO DATA

07-RIN-00226-97 HANCOCK

ROTHERT &  
 BUNSHOFT  
 — LLP —  
 ATTORNEYS

March 12, 1997

VIA TELECOPY

Pat Pennington, FOIA Officer  
 U S Environmental Protection Agency  
 Region 7  
 726 Minnesota Avenue  
 Kansas City KS 66101

ARTD (APCO  
 RCRA  
 TSPP)  
 CNS L/Humphrey  
 SPFD  
 WACM/Broadner  
 PBAF

Re Freedom of Information Act Request  
 Colorado Interstate Gas Company and/or  
~~Colorado Interstate Corporation~~  
Lakin Compressor Station, Kearney County, Kansas

Dear Pat

Under the provisions of the Freedom of Information Act, 5 U S C 552, I am requesting access to and/or copies of information relating to Colorado Interstate Gas Company and/or Colorado Interstate Corporation in regards to the above mentioned site

I request a copy of the entire file including all documents, correspondence, memoranda and reports generated by you or any other person or entity in connection with any civil and/or administrative investigation, remediation and/or legal action against potentially responsible parties relating to this site, including, but not limited to

- 1 Any lists of Potentially Responsible Parties
- 2 Any reports, memoranda correspondence or inspection documents relating to any spills, leakage, storage, disposal or possible migration of hazardous materials or hazardous wastes
- 3 Any notices of violations, enforcement complaints, compliance or administrative orders, or consent decrees

LONDON

SAN FRANCISCO

LOS ANGELES

LAKE TAHOE

www.hrbllaw.com

EXPR Rec'd 3/13/97  
 Pat P.

615 4 PIC B3  
 LOS ANGELES CA 90071  
 TELEPHONE 2 14 623 / 77  
 FACSIMILE 214 623 5405

HANCOCK ROTHERT & BUNSHOFT LLP

---

Pat Pennington  
March 12, 1997  
Page 2

- 4 TSD or generator filings and reports
- 5 Any documents or consultant reports describing possible on-site or off-site contamination of soil, surface water or groundwater, investigations and remedial studies, and cleanup cost estimates

Please forward our request to all of the following divisions

- 1 Emergency and Remedial Response Division (Superfund)
- 2 Waste management Division (RCRA)
- 3 Environmental Services Division (TSCA)
- 4 Water Management Division
- 5 Air Management Division
- 6 Office of Policy and Management (Permits)
- 7 Office of Regional Counsel

I understand that search and copying charges may be imposed for this records request. Please call me in advance with an estimate of how much it will cost to duplicate the file. If there is anything I can do to assist in obtaining copies of these records or in arranging for a copy service, please do not hesitate to contact me.

If you have any questions regarding this request and/or you need more information order to better identify this site, please do not hesitate to contact me at (213) 623-7777. Thank you for your assistance.

Very truly yours,

HANCOCK, ROTHERT & BUNSHOFT



C. Soledad Albarracin  
Legal Assistant

5  
11/10/51

D'ARCY M CASHIN  
2018 C & I LIFE BUILDING  
HOUSTON TEXAS

October 5, 1951

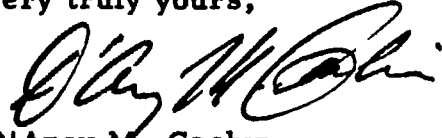
Mr George R Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

Dear George

In a telephone conversation with John Inman, he told me that Howard Young had agreed to go in on the purchase of one-half interest in the fee underlying the Quick Seven at \$25,000 00 However, I told Johnny that I was trying to reduce this price

Paul Bradley, attorney for the American, and also for the Conquerer Trust Company, who handles the affairs of Mr Richardson, has considerable influence with him I asked Paul to sound Richardson out on the basis of \$15,000 00 for the one-half interest If he will not accept that offer, he will probably come back with an offer of \$20,000 00 However, you can see that Howard Young thinks the purchase price of \$25,000 00 is not out of line I will probably have something definite on that when I get to Joplin next week

Very truly yours,

  
D'Arcy M Cashin

DMC fn

BR000200089

**D'ARCY M CASHIN**

2018 C & I LIFE BUILDING

HOUSTON TEXAS

September 20, 1951

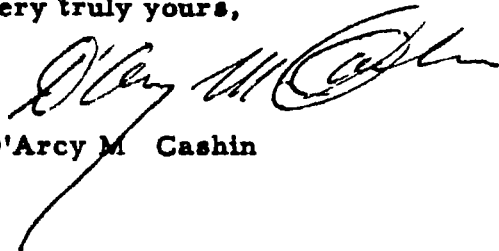
Messrs George and Herman Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

Dear Sirs

Enclosed please find a letter from the Reconstruction Finance Corporation. My suggestion would be that we not answer this letter until George returns from his trip to Washington. He may have obtained certain information as a result of his conference in Washington that you may want to pass on to the Reconstruction Finance Corporation.

Kindest regards

Very truly yours,



D'Arcy M. Cashin

DMC fn  
Encl

RR000200090

RECONSTRUCTION FINANCE CORPORATION  
Washington 25, D C

September 17 1951

Mr D'Arcy M Cashin, Agent  
Brown & Root, Inc  
2019 National Standard Building  
Houston, Texas

Re Letter Agreement dated June 23,  
1944, as amended August 24, 1945  
Contract AA-217 (LM-51)

Dear Mr Cashin

Under date of June 21, 1951, you furnished us  
information as to sub-leases in the Webb City Area as of  
April 30, 1951 You also advised that the Defense Minerals  
Administration were giving consideration to further devel-  
opment of the Webb City Area

We would appreciate your advising us as to the  
status of these matters as of September 15, 1951

Very truly yours,

F H Carroll /s/

Frank H Carroll  
Head, Claims Section  
Liquidation Division  
Office of Loans

C O P Y

BR000200091



BR000200092

Attached is a letter from the Department  
of Justice, 1401 Fairfax Truittway, Room 305,  
Kansas City 15, Kansas, dated July 24th reference to  
Missouri.  
I think you could answer these questions  
better than I so would appreciate your answering  
this letter

TO D'Arcy M. Gashin  
FROM George R. Brown

August 1, 1951

GEORGE R. BROWN  
P.O. Box 3  
Houston 1 Texas

# ROUTING SLIP

Date 7-7-51 1951

TO	FROM	TO	FROM
<input checked="" type="checkbox"/> Herman Brown		G Hinman	
<input checked="" type="checkbox"/> George R. Brown		Claude F Horton	
W A. Woolsey		C D Jessup Jr	
L T Bolin		M. I. Kearns	
H. M. Anderson		W H. Leslie	
M. P. Anderson		H. A. Lindsay	
F W Bell		T K. Montgomery	
Brown Booth		H. Passmore	
V A. Brill		W M. Powell	
Carl Burkhardt, Jr		C A. Rawson	
A. M. Cannan		R. H. Robuck	
F L. Dahlstrom		C. J. Rollo	
W E. Dickerson		Gordon Thomson	
A. R. Duke		N E. Walcher	
J T Duke		T L. Walker	<input checked="" type="checkbox"/>
L. H. Durst		Ross White	
Herbert J Frenaley			
J Grady Gray			

- ☐ For you to handle  
☐ For your signature  
☐ Sent me in error  
☐ Make corrections  
☐ Take up with  
☐ Investigate and report to me  
☐ For your information please return  
☐ Returned as requested  
☐ See me personally before replying

☐ For your approval  
☐ Read and file  
☐ Advise what to do  
☐ Confidential

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PR000200093

STATEMENT OF INCOME & EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1951 TO JUNE 30, 1951

		APRIL		MAY		JUNE		TOTAL TO DATE	
INCOME			\$		158.55		\$		776.56
Turkey Creek Mining Co.									1.76
John Blank									
Sam Darnell-Landreth Property							50.00		50.00
Total Income			\$		158.55		\$	106.09	\$ 828.32
EXPENSES									
Labor Payroll		\$	1,000.84	\$	674.84	\$	1,097.93	\$	3,693.72
Payroll Taxes			45.04		30.37		49.41		166.22
Payroll Insurance			9.65		6.83		11.36		36.82
Otto Ruhl - Engineering Service			629.98		589.50		1,257.97		3,643.84
C H Plumb - Engineering Service					228.77		311.69		540.46
C C Playter - Legal Fee, etc.					416.67		416.67		1,250.01
Paul E Bradley, Legal Expense			416.67		761.26		105.05		1,539.18
Wm. M Stewart - Prints			133.15		24.12		39.77		211.73
Core Test Expense			3,725.67		6,188.88		4,968.98		19,158.17
Equipment Rental			205.00		142.00		100.00		658.16
D'Arcy M Cashin-Traveling Expense			503.06		591.59		603.77		2,871.70
Miscellaneous Supplies			8.97						87.05
Webb City Bank - Handling Rentals									12.75
Webb City Bank - Service Charge			.33		1.64		.50		6.39
Webb City Lease Rentals									
Newell-Morse Corp.		L-1							80.00
Ralph R Robinson, et al		L-2							100.00
Ralph R Robinson		L-2A							169.00
Independent Gravel Co.		L-4							10.00
Independent Gravel Co.		L-5							321.25
Independent Gravel Co.		L-5A							20.00
Independent Gravel Co.		L-7							20.00
E. W. Heiniger		L-15							20.00
Merchants & Miners Bank		L-16							60.00
W C. Burch - Birdsall		L-17							15.00
L R Reynolds		L-19							79.25
Missouri Zinc Field Co.		L-22							200.00
Jesse E. Burch		L-24							17.00
Connor Investment Co.		L-25							300.00
Russell Shaffer		L-27							75.00
F. C & J W Wallower		L-32							197.50
J. I. Smith		L-37							60.00
F C & J H Wallower		L-39							53.78
M L. King		L-40							30.86
Juanita Wallower		L-41							30.00
F C. & J H Wallower		L-42							10.00
Harold & Thelma Fenix		L-5	40.00						40.00
Wm H. & Loreta O. Brown		L-3	106.00						106.00
Wilbur & Roberta Owens		L-7	160.00						160.00
L. W Scurlock		L-8	75.00						75.00
Wesley & Zetta Vann		L-9	80.00						80.00
Bert & Agnes Ellis		L-10	40.00						40.00
Tilbe Reardin et Al		L-12			4.00				4.00
Katherine J Douthat		L-4			80.00				80.00
Total Rentals			\$ 501.00		\$ 84.00				\$ 2,453.64
Total Expenses			\$ 7,179.36		\$ 9,740.47		\$ 8,963.10		\$36,329.84
NET LOSS			\$(7,179.36)		\$(9,581.92)		\$(8,857.01)		\$(35,501.52)

BR000200094

BR000200095

Well City - 9/2

Carl & Ruth  
22  
Mr. Eugene Robinson  
St. Louis, Mo.  
Box 32, Boone Town, Mo.

Charles  
Frances Jordan Jr., 23  
Out of Missouri  
1112 9th St. - St. Louis

Gene Jean  
21  
US in Charge of Mining Operations  
St. Louis, Mo. 2500 Mar. 11, 1941  
20 East 84th St. - St. Louis, Mo.

Charles  
Dellitt Smith  
St. Louis, Mo.  
Boone Town, Mo.

D'ARCY M CASHIN  
2010 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

June 21, 1951

(G)  
Reconstruction Finance Corporation  
Office of War Activity Liquidation  
Washington 25, D. C.

Attention: Mr. F. H. Carroll, Head  
Claims Section Liquidation  
Division, Office of Loans

(O)  
Re: Letter of Agreement (L.M.-51)  
dated 8-23-44, as amended  
8-24-45, Contract AA 2117.

Dear Sir:

P  
With reference to the above captioned agreement, the present status of all leases in the area is shown on the list sent you in my letter of January 8, 1951. All rentals have been paid, all leases are in full force and effect, and none have been dropped.

Only one sub-lease on the Wallower tract (L. 39) is presently being operated. Other sub-leases who were operating last winter are now shut down after being flooded by heavy spring rains. Some of these sub-leases may resume operations shortly.

Y  
As you know, we are depositing all royalties received from sub-leases in the Webb City Bank in an account known as Brown & Root, Inc., Mineral Account by D. M. Cashin, Agent. The Webb City area balance in this account as of April 10, 1951 was \$1,144.92. This represents gross income from Webb City area. No withdrawals have been made from this account to date.

We have prepared an analysis of income and costs of the mineral deposit development of the Webb City area for the interval 1942 through April 10 1951. Five copies of this analysis are enclosed for your files.

RECORDED

D ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Developments in the Webb City Area

C For years the major operators who own the mining leases in the Webb City area have endeavored to put these properties into production. They have been handicapped in that the ore reserves are marginal (3% combined concentrates,) and the underground workings are flooded. It will require a very substantial investment to dewater the area, erect a plant, including a concentrating mill, and place the properties in operation.

O The Defense Minerals Administration and Department of Interior have recently contacted the owners of mining leases in the Webb City area, and asked them to try to get the properties into production. The reason is that it is generally believed that the largest reserve of lead and zinc ore in the United States exists in the Webb City area.

P The owners of the Webb City area are anxious to comply with the request of the DMA, but they know to do this would require a considerable investment by them (approximately five million dollars.) They are willing to start this development if they can be assured of such a price for concentrates produced that they can amortize their investment over a reasonable period of time and also make a reasonable profit on their investments.

P Officials of the DMA advised the Webb City mining lease owners that this proposition is now being given very serious consideration.

I trust the above data is sufficient for your needs. If not, and you will advise me, I shall endeavor to supply any further data required.

Very truly yours,

D'Arcy M. Cashin

Y  
DMC fn  
Encls.  
cc Mr George R Brown  
cc Mr T L. Walker  
Brown & Root, Inc

BR000200097

BROWN & ROOT INC  
HOUSTON 1 TEXAS

June 13, 1951

Mr. D M. Cashin  
2018 National Standard Bldg.  
Houston 2, Texas

Dear Mr. Cashin:

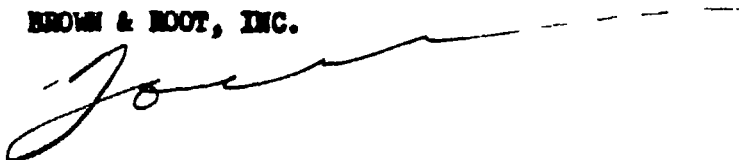
Enclosed you will find twelve copies of Analysis of Income and Cost in connection with Leases in Webb City Area. This schedule includes totals by year from 1942 through April 30, 1951.

We believe that the information included satisfies all requirements requested by your letter of May 21, 1951. It represents only those expenses applicable to the leases in the Webb City area. However, if this does not meet your requirements, please contact the writer.

Our reason for transmitting twelve copies of this schedule is to furnish you with ample for distribution to Reconstruction Finance Corporation.

Yours very truly,

BROWN & ROOT, INC.



T L. Walker

TLW/jay

Encl.

CC: ✓ Mr. George E. Brown

BR000200098

BROWN & ROOT, INC  
ANALYSIS OF INCOME AND COSTS  
MINERAL DEPOSIT DEVELOPMENT  
WEBB CITY AREA, WEBB CITY, MO.  
1942 through April 30, 1951

	<u>1942</u>	<u>1943</u>	<u>1944</u>	<u>1945</u>	<u>1946</u>	<u>1947</u>	<u>1948</u>	<u>1949</u>	<u>1950</u>	<u>1951 JANUARY THRU APRIL</u>	<u>TOTAL 1942 THRU 4/30/51</u>
Royalty Income								\$ 209.52	\$ 371.72	\$ 563.68	\$ 1,144.92
Subcontract		\$ 91.25									\$ 91.25
Equip. Costs		75.60	\$ 9.00	\$ 30.00	\$ 18.00					\$ 54.04	186.64
Ac. Supplies		29.31	147.62							14.07	191.00
Advertising		64.50									64.50
Engineering	\$ 25.50	1,158.76	2,805.66	5,930.68	3,578.32	\$ 1,874.32	\$ 1,969.75	\$ 3,754.41	\$ 4,892.04	1,080.81	27,070.25
Utilities		36.77	(.10)				(19.55)			1.56	18.68
Legal	7,054.53	10,506.61	474.50	1,157.28	191.13	85.00	100.00	79.38	17.16		19,665.59
License		6.25									6.25
Office Supplies	119.84	680.31	78.58	101.56	25.64	32.99		42.69	39.88	38.72	1,160.21
Postage & Exp.	5.12	2.00	3.98	25.07						1.20	37.37
Rent-Office		57.50	78.00	110.00	45.00	180.00	180.41	180.82			831.73
Rent-Lease		4,517.56		2,543.36	2,390.92	2,390.92	2,390.92	587.28	2,485.92	1,778.64	19,085.52
Salaries-Office		454.00									454.00
Sales Expense		184.60	105.16	71.92							361.68
Tele. & Tele.		376.12	58.89	472.21	30.51	25.66		10.94	72.72	122.25	1,169.30
Test & Lab. Analysis			50.50		5.00					30.97	86.47
Traveling	810.21	3,739.97	3,093.12	4,902.66	501.80		779.36	605.34	2,424.56	1,230.85	18,087.87
Unclassified		310.54	50.00	394.58	3.16	15.08	14.79	29.39	12.24	15.32	845.10
Sub-Total	\$ 8,015.20	\$ 22,291.65	\$ 6,954.91	\$ 15,739.32	\$ 6,789.48	\$ 4,603.97	\$ 5,415.68	\$ 5,290.25	\$ 9,944.52	\$ 4,368.43	\$ 89,413.41
Cost of Leaseholds			2,361.28	1,534.80							3,896.08
Total Expenditures	\$ 8,015.20	\$ 22,291.65	\$ 9,316.19	\$ 17,274.12	\$ 6,789.48	\$ 4,603.97	\$ 5,415.68	\$ 5,290.25	\$ 9,944.52	\$ 4,368.43	\$ 93,309.49
Net Loss	<u>\$(8,015.20)</u>	<u>\$(22,291.65)</u>	<u>\$(9,316.19)</u>	<u>\$(17,274.12)</u>	<u>\$(6,789.48)</u>	<u>\$(4,603.97)</u>	<u>\$(5,415.68)</u>	<u>\$(5,080.73)</u>	<u>\$(9,572.80)</u>	<u>\$(3,804.75)</u>	<u>\$(92,164.57)</u>

NOTE No expense has been included to cover Brown & Root, Inc. Houston office General Overhead

BR000200099





Messrs Herman & George Brown  
4100 Clinton Drive  
P. O. Box 3  
Houston Texas

BR000200100-B

# INTERNATIONAL OUTLOOK (Continued)

## BUSINESS WEEK

MAY 12, 1951

hower, the Mediterranean is protection for his right flank To Britain it's the lifeline to the Middle East and India To France it's the all important link with North Africa

It looks now as if the Joint Chiefs of Staff are in favor of naming a British admiral as supreme commander in the Mediterranean—mostly for political reasons (The British are still fretting that an American got the Atlantic command)

Meantime Greece and Turkey are hollering for admission to the Atlantic pact And that's causing a domestic squabble in the U S The Air Force wants Turkey's airfields hard by the Russian border The Army, however, hesitates, it doesn't want to add to its already over extended ground commitments

West Germany's conservative government has troubles from the left and right—the Socialists and the neo Nazis

Socialist leader Kurt Schumacher has redoubled his attacks on the Schuman Plan calls it a 'plot to enslave Germans for 50 years to come' The German parliament may be persuaded not to ratify the plan

This week the refurbished Nazis made important gains in the Lower Saxony elections Lower Saxony isn't typical of German opinion but everywhere there's a rising extremist nationalist trend

The International Materials Conference in Washington has come up with some bad news Formidable raw materials shortages for years

Here are some preliminary figures on the world's deficits

- Copper—600 000 tons a year
- Zinc—250 000 tons a year
- Lead—200 000 tons a year

Tungsten and molybdenum requirements will far surpass available supplies

Importers are glad, some domestic producers sad about Washington's big batch of tariff cuts this week

The U S has chopped duties 25% to 50% on 1 325 imported items—valued at \$500 million in terms of 1949 trade

One result of the cuts There'll be more—and cheaper—German goods for U S manufacturers to take note of It's the first U S West German tariff deal under the Reciprocal Trade Agreements Act, Germans got lower duties on cameras, machinery, precision instruments, clocks, many others

Actually most businessmen aren't worrying much Business is too good here at home to get steamed up about tariff concessions now

The long standing obstacles to the development of Brazil's oil resources are slowly but surely evaporating

For years now Brazil has refused to let outsiders touch its oil, yet it couldn't do the job alone And foreign oil men refused to offer terms acceptable to the Brazilians

Now the tightening world oil situation is forcing both sides to reconsider Brazilian officials are all talking compromise, some U S oil companies—among them Standard Oil (N J)—are in a huddle with President Vargas Discreet negotiations, if not actual terms, should start soon

# INTERNATIONAL OUTLOOK

BUSINESS WEEK

MAY 12, 1951



The world knows a lot better now where the U S stands—thanks to the MacArthur hearings in Washington (page 25)

Both MacArthur and Marshall have laid it on the line for our enemies The question is whether Moscow and Peiping understand the thing both said Despite differences over tactics the U S means to stand firm

Gen Marshall cleared the air this week as far as Korea is concerned He expects the Chinese—bled white by manpower losses—either to abandon the Korean adventure or to attack again actively aided by the Russians

If they choose the former, the door is still open for peace

If it's the latter the U S will retaliate

On the other side of the world, it looks as if the Atlantic Alliance is tightening up

- Charles Wilson's promises that Britain and France will get a fair share of necessary raw materials went down well, calmed fears Plenty of work on the problem remains, though

- The Atlantic Pact administrative setup has been streamlined, is gaining strength

- The Allies are coming closer together on Far East policy

London is closer than it looks to the U S point of view in the Orient

Attlee and Morrison are moving slowly, of course They have the Bevan rebels to contend with, plus Conservatives who worry about further jeopardizing British interests in China But there are some important straws in the wind

For one Britain has indicated that it will go along with the U S if we find it necessary to bomb Manchuria in retaliation

Whitehall is no longer insisting that Peiping get a U N seat as a price for peace

British policy is swinging in favor of a U N arms embargo against China It's still against an all out naval blockade however

London has made broad concessions to U S desires on the Japanese peace treaty

The concessions Britain has waived its demand for a cutback in Japan's shipbuilding capacity It has stopped insisting that Peiping be included in negotiations or that the treaty promise Formosa to Red China

All this may be the reason Moscow wants four power talks on Japan

The Russian proposal is a last ditch attempt to stave off the treaty Also Moscow hopes to exploit U S British differences again London has felt Russia and Red China ought to sit in on the peace pact

The Kremlin plan for a Far East confab may be the reason Gromyko has been stalling so in Paris Now that German remilitarization is completely bogged down, the Soviets are shifting attention to Japan

But the West isn't buying The U S has rejected the Russian note and the pressure is on Gromyko in Paris to put up or shut up Does Russia want to meet with the U S, Britain, and France, or doesn't it? A showdown is due soon

The Allies want a Mediterranean defense command But organizing it is a real headache

Each nation wants to be top dog in a Mediterranean setup To Eisen

*H. Brown*

D ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

April 12 1951

Mr Herman Brown  
Brown & Root, Inc  
P O. Box 3  
Houston 1, Texas

Dear Herman

As you know, the original Landreth lease covering 240 acres, located in Jasper County Missouri, and being all of the SE/4 of Section 7 and Lot 1 in the SW/4 of Section 7, T-28-N, R-33-W was executed by Landreth Realty Company to me When Mrs Cashin and I assigned this lease to Brown & Root, Inc the attorneys who prepared this contract apparently made an error and listed the name of the owner of the land as being Landreth Machinery Company and this was overlooked at that time, and filed of record in the court house at Carthage along with other assignments

To clear the record, in light of your recent purchase of the fee underlying this tract, I have executed a corrective instrument and had it signed by Mrs Cashin and myself If you will sign the three copies enclosed and return two to me, I will retain one for my file and have one copy filed of record in Carthage When this has been filed of record and returned to me, I will forward it to you for your files

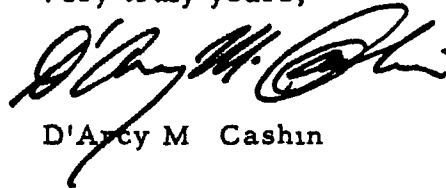
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BR000200103

you might want to read it and keep it in your files When I go to Joplin in the coming week, I will try to get the names of various properties that have been approved, if this is available in the Bureau of Mines' files.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D'Arcy M. Cashin". The signature is fluid and cursive, with a large, stylized "D" and "C".

D'Arcy M Cashin

DMC fn  
Encls

BR000200104

STATEMENT OF JAMES BOYD, ADMINISTRATOR, DEFENSE MINERALS ADMINISTRATION  
SCHEDULED FOR PRESENTATION BEFORE THE SUBCOMMITTEE ON MINES AND MINING,  
COMMITTEE ON INTERIOR AND INSULAR AFFAIRS, HOUSE OF REPRESENTATIVES,  
April 4, 1951

Mr Chairman

This Committee has expressed its interest in four main points regarding the activities of the Defense Minerals Administration, namely

(a) what has been accomplished and is being done or proposed under the Defense Production Act of 1950 to stimulate the exploration, development, and production of strategic and critical minerals and metals from domestic sources;

(b) the reasons for the seeming delays in executing the necessary programs;

(c) The authority and responsibilities of each unit of the government having any jurisdiction over various phases of the defense minerals production program, and

(d) the policies formulated and decisions rendered by each such unit in reference to such program

Since the answers to these questions involve virtually the whole gamut of the Government's activities under the Defense Production Act in one way or another, I shall not attempt to read the details here. I have previously submitted those details to the Committee; you have copies before you and may wish to have them inserted in the record. With your permission I should like to summarize them for you.

Since minerals provide the life blood of our industrial economy and defense effort, any action that DMA proposes impinges in one way or another on the policies and decisions of virtually every other defense activity, including economic stabilization, military production, essential civilian production, budget management, transportation, manpower, and to some degree even agriculture, petroleum, solid fuels, and electric power.

BR000200105

Hence the accomplishments of DMA in this initial period of preparation cannot be measured solely in the number of loans, contracts, or other forms of direct assistance that are recommended. The development of organization, the accumulation of competent staff, and the adoption of simplified procedures have had to come first. Then, have come the formulating programs and the clarification and integration of policies with the other major defense agencies so that mineral production and expansion can proceed on a basis which will assure the Nation of its essential requirements.

Since Congressman Engle's able speech in Denver before the Colorado Mining Association, we have materially reduced the number of steps needed to process individual actions. We have welded the existing Government mineral agencies, The Geological Survey and the Bureau of Mines, into a working team with the Defense Minerals Administration. We have set into action the large field forces of both agencies so that they are preparing many individual cases by field examination for action when programming is sufficiently well-advanced to permit it.

Although the matter of programming, or determining the national military and essential civilian requirements and balancing them against anticipated normal production and imports of all strategic and critical metals and minerals, is still to be completed, DMA has proceeded without delay to encourage the output of these commodities in obvious short supply. We have processed to date no less than 21 major procurement contracts, of which 15 have been recommended to DPA for certification to the GSA, and the remaining 6 will be forwarded shortly. These contracts call for increased production of the following metals:

Aluminum	1,850,000 tons
Copper	866,000 tons
Zinc	22,000 tons
Titanium	18,000 tons
Molybdenum	115,204,000 pounds
Cobalt	9,500,000 pounds
Tin	500,000 pounds
Manganese	4,150,000 units
Tungsten	656,000 units

In addition to the above, the DMA has recommended, as of March 31, for approval 61 certificates for accelerated tax amortisation totalling \$494,031,524. All of this has entailed numerous hours of negotiation with individuals and groups of individuals from the public and with members of Congress. I myself have attended 11 Congressional Committee hearings since January 1 alone, all of which have involved hours of preparation by me and the staff for each hearing.

Through all of this we have not been idle in the preparation of programs of a broader nature which can be handled in a more blanket fashion to expand production and to facilitate the participation of the smaller units of the industry. The tungsten program is an example of this, for we hope that under such programs as this the smaller units of industry can be encouraged to operate without detailed governmental supervision. The exploration program, recently announced and now before the Bureau of the Budget for final clearance, should encourage exploration on smaller properties. The simplification of this program required major effort, but in the meantime many cases have been screened in readiness for final negotiations as soon as the contract forms are available.

In the meantime we have organized and maintained a staff to assure the continuation of existing mines by assisting them to obtain machinery supplies and equipment. Inasmuch as general control orders have not yet been



put into effect, this has had to be done on a case-by-case basis and our staff has handled virtually thousands of individual expediting actions

Manpower for the mining industry has also been a problem with which DMA has had to cope. Military manpower requirements began to tap the personnel of the industry almost immediately after the opening of the Korean conflict. DMA entered the manpower discussions at their very beginning early last Fall, and in presenting the case for the minerals industry was able to establish before the Department of Labor the necessity for including the underground metal miner on the List of Critical Occupations. Furthermore, a large number of cases involving individual reserve officers have been presented to the military authorities and the DMA has in many instances been able to secure stays and deferments for irreplaceable men in key positions. Again, such cases have often been handled on an individual basis.

In addition to all of this we have had a constant stream of inquiries from the public and Congress - the mail has risen to 300 pieces a day, nearly all of it requiring careful attention.

I know that you and your constituents are impatient with us. I myself am perhaps even more impatient, but I <sup>think</sup> think that in view of what I have so briefly outlined you can see that seeming slowness has in fact been real progress. I can only say that I have never worked with a more devoted and patriotic staff - they have worked day and night virtually every day of the week to achieve the results to date. We have cultivated the ground, planted the trees, treated them, watered them and now expect them to bear their fruit. I should like to state that I know also of the vast amount of correspondence that members of Congress have had on these matters and to express our appreciation for your forbearance.

Now you have asked us the reasons for delays in executing the necessary programs. I may have already covered a lot of this but there are other reasons that require understanding. The first of these is the programs themselves. Naturally in a defense program the military and essential civilian requirements are the first to be determined. In the case of most materials, these have not yet been crystallized. There is no individual or organization to blame for this - we are all in it together. First, the Congress had to determine where we are going and take appropriate action through legislation and appropriations. Then the military services and other agencies had to convert these policies into military programs and from these military programs calculate the requirements in terms of weapons and supplies, and finally break down those material items into amounts of copper, lead, zinc and other metals and minerals that will be needed. I, from personal experience, know the enormity of that task; but while this is going on, it is our job to determine the magnitude of present supply and also the magnitude of the potential supply. The first has been relatively simple; the second has required careful evaluation of all information made known to us by industry and by other sources.

It is in attempting to bring the anticipated requirements, both military and civilian, and the expected supplies in balance that creates the great difficulties. As much as we in DMA and members of this Committee would like it if all our mineral commodities came from within our own borders, such is not the case. We have had to contend with problems of international trade, of world prices, tariffs and other international aspects. DMA has only a minor part to play in this as there are other agencies more directly involved, but inasmuch as we are the mineral experts for the Administration, we play an important advisory role. Since international supply contributes to a high

degree to our needs, many of these matters must be resolved before we can formulate our mineral supply programs, and determine fairly accurately the increased production that must be expanded at home

I have listed the number of agencies we must deal with as their activities effect ours, and vice-versa. There is an inevitable and unavoidable delay in the execution of our programs, because of necessary review by the approving authorities, I can only say that such review is imperative to evaluate the effect of DMA's proposals on all other programs and policies. There is no use expanding mineral supplies if by doing so we preempt facilities, manpower, or equipment required to convert them into useable products, or create serious inflationary pressures.

I have found it difficult to separate Items (c) and (d) of purposes for this hearing from those I have covered in (a) and (b). It is the coordinating responsibility that is time-consuming. Since the Secretary of the Interior delegated his authority derived from the director of the defense Production Administration on March 6, the only major policy direction over DMA comes from DPA. We clear with the Secretary broad policy and programs which we initiate, and we attempt to do that concurrently as we develop them to avoid delay. There are questions of budget, personnel actions, etc., that the Secretary had to retain in his own hands, and also matters of coordination between agencies of his own Department and outside agencies. Those matters do not interfere with program execution.

In answer to your last purpose of discovering policies formulated and decisions reached by agencies having authority over DMA, I have attached such policy determinations as we have received. Inasmuch as we attempt to determine policy in advance of recommended action, our recommendations are no more than slightly modified prior to execution.

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BR000200110

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

April 12, 1951

C  
O  
P  
Y  
  
Mr Herman Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1 Texas

Dear Herman

As you know, the original Landreth lease covering 240 acres, located in Jasper County, Missouri, and being all of the SE/4 of Section 7 and Lot 1 in the SW/4 of Section 7 T-28-N R-33-W, was executed by Landreth Realty Company to me. When Mrs. Cashin and I assigned this lease to Brown & Root, Inc. the attorneys who prepared this contract apparently made an error and listed the name of the owner of the land as being Landreth Machinery Company and this was overlooked at that time, and filed of record in the court house at Carthage along with other assignments.

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Tom Walker  
kept copy of lease  
sent, signed others  
5-7-51

BR000200111

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

C  
you might want to read it and keep it in your files When I go  
to Joplin in the coming week, I will try to get the names of  
various properties that have been approved, if this is avail-  
able in the Bureau of Mines files

Very truly yours,

DMC fn  
Encls

D'Arcy M Cashin

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P  
Y  
BR000200112

# ROUTING SLIP

Date \_\_\_\_\_ 19\_\_\_\_

TO	FROM	TO	FROM
✓ Herman Brown	✓	J Grady Gray	
✓ George R. Brown		G Hinman	
W A. Woolsey		C. D. Jessup Jr	
L. T. Bohn		M. L. Kearns	
M. P. Anderson		W. H. Leslie	
Brown Booth		T. E. Montgomery	
V. A. Brill		H. Passmore	
Carl Burkhardt, Jr		W. M. Powell	
A. M. Cannan		Chas. A. Rawson	
E. J. Christoph		R. H. Robuck	
F. L. Dahlstrom		C. J. Rollo	
W. E. Dickerson		M. H. Roths	
A. R. Duke		Gordon Thomson	
J. T. Duke		N. E. Walcher	
L. H. Durst		T. L. Walker	
Herbert J. Frensley		Ross White	

- ☐ For you to handle
- ☐ Investigate and report to me
- ☐ For your approval
- ☐ For your information please return
- ☐ Take up with
- ☐ Read and file
- ☐ Sent me in error
- ☐ Returned as requested
- ☐ See me personally before replying
- ☐ Advise what to do
- ☐ Make corrections
- ☐ Confidential

Remarks \_\_\_\_\_

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BR000200113



# BUCYRUS-ERIE COMPANY

GENERAL OFFICE  
SOUTH MILWAUKEE WIS

H A TITUS  
Midwestern Sales Manager

April 4, 1951

PLEASE ADDRESS REPLY TO  
E B CHAMBERS  
SALES REPRESENTATIVE  
606 TOWER PETROLEUM BLDG  
DALLAS 1 TEXAS  
Telephone RAndolph 2943

Mr Herman Brown, President  
Brown & Root, Inc  
P. O Box #3  
Houston, Texas

Subject Lead & Zinc Leases  
Webb City, Mo

Dear Mr Brown

Following the discussion Mr Titus, our District Manager at Kansas City, and I had with you and Mr Townsend in your office in late January it was arranged to have Mr George Grayer of our Kansas City office prepare a report on the above property

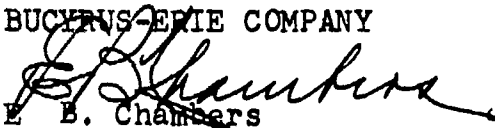
We attach, hereto, for your consideration Mr Grayer's report This report was prepared after Mr Grayer visited the locality and discussed the property with Mr Otto Ruhl of the Bureau of Mines at Joplin, Mo

At your convenience, if you so desire, we will be very glad to discuss this report with you personally Should you have any questions concerning the report we will be very happy to answer them to the best of our ability

With best personal wishes.

Yours very truly,

BUCYRUS-ERIE COMPANY

  
E B Chambers  
Sales Representative

EBC p

RR000200114

- - - REPORT - - -

BROWN AND ROOT, INC.  
LEAD AND ZINC LEASES  
WEBB CITY, MISSOURI

DESCRIPTION OF PROPERTY

The leases comprise approximately 7,000 acres in a strip about 1 to 1-1/2 miles wide and 7 miles long, running in a direction from northwest to southeast, north of Webb City, Missouri and south of Oronogo, Missouri. There are a few pieces of land in this area which have not been leased. The leases have not been completely drilled and explored, and the present exploration data is based on the records of old operations and some exploratory drilling. A considerable amount of drilling and geophysical work will be necessary before the real value and extent of the exploitable ores in the leases will be known.

Locally, the main ore body is known as "sheet ground" and it is similar to the hard ore, mined by underground methods in the Joplin region. The lead and zinc mineral is found in a sheet or bed, varying from 6-1/2 to 14 feet in thickness with an average of 12-1/2 feet, underlying an average of 150 feet of Keokuk Limestone which is heavily-bedded limestone with inclusions of flint sheets. The Keokuk Limestone is covered by an average of 35 feet of Cherokee shale, clay and interspersed flint sheets. The Keokuk Limestone may reach a maximum depth of 200 feet over the ore body. Although the exact reserves of this ore body are not known, based on present data, the average value of the ore is taken as \$4.00 per ton in lead and zinc.



Also in this lease area will be found occasional isolated ore bodies, commonly known as "Pot-holes", which are identical to those presently being mined by Potter-Simms north of Joplin and to those previously mined by Cooley-Evans on the Sucker Flats property and by Guy Waring in the Oronogo Circle pit. These pot-holes are isolated bodies, cylindrical in shape and they are found in the Keokuk Limestone. They are composed of principally shale impregnated with varying amounts of lead and zinc mineral. These deposits were formed by the leaching of large holes in the limestone and a subsequent filling with overlying Cherokee Shale, which was still later mineralized. Occasional bodies of limestone and flint, not completely leached are encountered in the pot-holes. The barren overburden overlying the pot-holes varies from zero to about 50 feet. The maximum depth of the pot-holes may be as much as 200 feet, and the diameters will vary up to about 700 or 800 feet. The number of pot-holes presently known to be in the leased area is about six, although little is known as to their value and size. Based on present market prices, the ore in the pot-holes, in its present state, will assay up to \$9.00 per ton in zinc and lead.

#### STRIPPING CONSIDERATIONS

In terms of what is considered more or less standard procedures in coal stripping operations, the economics of stripping these Webb City leases would seem quite abnormal. In the case of coal stripping, when utilizing all the advantages of geographical features, outside curves, and the largest machines available without rehandling, the maximum depth of overburden is held to a little less than 90'. The

Stripping Considerations (continued)

stripping of an average of 185' of overburden composed of 150' of solid, hard limestone and 35' of shale and clay represents a problem which is not being done with present-day draglines.

The Bucyrus-Erie Model 1250-B dragline is one of the largest machines offered in the United States today. It can be equipped with a 235' boom and 23 cubic yard bucket and it has the following working ranges.

BOOM ANGLE	30°	36°	43-1/2°
Maximum Dumping Radius	222'	209'	190'
Maximum Dumping Height	98'	116'	136'
Digging Depth, Std. ropes	140'	130'	120'

It is barely possible to strip 185' of overburden with two 1250-B draglines utilizing one for digging and the other for rehandling. The digging dragline would require oversize drums to obtain the digging depth indicated. It would be a considerable problem to open the initial or box cut. Assuming that a pit width of 90' would be desired, the spoil from the first cut, if piled in a continuous row as in coal stripping, would equal a triangle measuring approximately 360' at the base and 140' at the altitude. Of a second 90' cut, about 90% of the spoil would have to be rehandled, and in the remaining cuts, approximately 60 to 65% of the spoil would have to be rehandled. For overburden deeper than 185', it would probably be necessary to utilize additional draglines for benching and rehandling. Additional land adjacent to the leases would be necessary to provide room for spoiling the overburden from the first few cuts. The foregoing is an indication of the immensity of such an undertaking.

### Stripping Considerations (continued)

In addition to the physical disadvantages involved, the average 150 feet of limestone presents serious obstacle to economic stripping. The drilling and blasting costs to reduce this limestone to bucket size would be a very expensive item in a cost analysis.

The present estimated cost of a 1250-B erected on the property would be approximately \$1,250,000. Based on utilizing two 1250-B machines plus blast-hole drilling equipment, the investment would equal approximately \$2,750,000 for stripping equipment only. This would not include auxiliary equipment such as bulldozers, maintenance trucks, or the cost of installing the power lines and sub-stations.

The present data available on the property is insufficient to make a detailed study of stripping costs and methods of operation. The mined-out areas and those areas with little ore value would have a bearing on the overall economic picture. In general, a machine such as the 1250-B must be applied to a property when there are reserves in one place sufficient to keep the machine working continuously for a length of time. It is not the type of equipment which can be economically moved from one small deposit to another.

The foregoing remarks have applied only to the so-called sheet ground. The pot-holes present a different problem and application. These holes would be worked separately and each one presents its own individual problems in that they differ in size and accessibility. It would be necessary to analyze each pot-hole after more information is available. Due to the relatively small size of the pot-holes, they present no real problem in stripping other than balancing the

### Stripping Considerations (concluded)

investment against the reserves. The main problem appears to be the method of removing the ore from the hole, for example, draglines versus truck haulage. However, it is understood that there is one large pot-hole, or rather a series of interconnected holes comprising about 60 acres which might be treated as one. However, it is necessary to explore this deposit further to determine its size and how much barren limestone would be encountered.

### CONCLUSIONS

#### SHEET GROUND

The available data regarding this property is too meager to completely analyze all of the elements involved in the consideration of stripping the property to recover the lead and zinc values. An intensive program of exploration involving drilling and geophysical work will be necessary to determine the extent and value of the sheet ground ore bodies and also to determine the extent of previous underground operations.

While it is perhaps physically possible to strip 185 feet of overburden, the economics remain an unknown quantity until further exploration is accomplished. The maximum economic depth of overburden, rather than the average depth, is the important factor in determining investments and costs.

Due to the investment required for stripping, it should be necessary to integrate all the data relating to the entire property so that the actual reserves are known. It would appear that the

Conclusions-Sheet Ground (concluded)

entire property must be treated as one application so that the investment of stripping and mining equipment, milling equipment and other items may be balanced against reserves.

Due to prior sales, delivery of a 1250-B could not be effected until late 1952 or early 1953. Therefore, fluctuation in the price of lead and zinc, either up or down, are an unknown factor in the consideration of a venture two years in the making.

POT-HOLES

The foregoing general remarks on the need for further exploration may be applied to the pot-hole deposits. However, these pot-holes can be readily mined at a low investment once their extent and value is determined.

It would seem advisable to consider these deposits apart from the sheet ground since the pot-holes ore can be readily exploited and an early income derived.

  
George D. Grayer

January 29, 1951

# ROUTING SLIP

Date 4/26 1951

TO	FROM	TO	FROM
<input checked="" type="checkbox"/> Herman Brown		G Hinman	
<input checked="" type="checkbox"/> George R. Brown		Claude F Horton	
W A. Woolsey		C. D Jessup Jr	
L T Bolin		M. L Kearns	
H M. Anderson		W H. Leake	
M P Anderson		H. A. Lindsay	
F W Bell		T E. Montgomery	
Brown Booth		H. Passmore	
V A. Brill		W M. Powell	
Carl Burkhardt, Jr		C A Rawson	
A. M. Cannan		R. H. Robuck	
F L. Dahlstrom		C. J Rollo	
W E. Dickerson		Gordon Thomson	
A. R. Duke		N E. Walcher	
J T Duke		T L. Walker	<input checked="" type="checkbox"/>
L. H. Durst		Ross White	
Herbert J Frenaley			
J Grady Gray			

- ☐ For you to handle  
☐ For your signature  
☐ Sent me in error  
☐ Make corrections  
☐ Take up with  
☐ Investigate and report to me  
☐ For your information please return  
☐ Returned as requested  
☐ See me personally before replying

☐ For your approval  
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☐ Advise what to do  
☐ Confidential

Remarks \_\_\_\_\_

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BR000200121

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W A Woolsey		C D Jessup, Jr	
L T Bolin		M I Kearns	
M P Anderson		T K Montgomery	
V A Brill		S E McCullough	
Carl Burkhardt, Jr		Howard Payne	
A M Cannan		W M. Powell	
K J Christoph		Chas A Rawson	
M A Clifton		C J Rollo	
F L Dahlstrom		M H Roths	
W E Dickerson		Gordon Thomson	
A R Duke		T L Walker	✓
J T Duke		Ross White	
L H Durst			
Herbert J Frensley			

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- ☐ Confidential

Remarks: \_\_\_\_\_

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BR000200131

STATEMENT OF INCOME & EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1951 TO MARCH 31, 1951

<u>INCOME</u>	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>TOTAL TO DATE</u>
Turkey Creek Mining Co	\$ 246.79	\$ 231.50	\$ 83.63	\$ 561.92
John Blank	1.76			1.76
<b>Total Income</b>	<b>\$ 248.55</b>	<b>\$ 231.50</b>	<b>\$ 83.63</b>	<b>\$ 563.68</b>
<u>EXPENSES</u>				
Otto Ruhl - Engineering Service	\$ 367.11	\$ 417.67	\$ 381.61	\$1,166.39
Paul E Bradley - Legal Expense	341.70	105.50	-0-	447.20
Wm M Stewart - Prints	14.69			14.69
C C Playter - Option Lease & Legal Fee		2,500.00	416.67	2,916.67
Webb City Bank - Handling Rentals	12.75			12.75
Webb City Bank - Service Charge	2.01	89	1.02	3.92
<b>Webb City Lease Rentals.</b>				
Newell-Morse Corp.	L-1	80.00		80.00
Ralph R. Robinson & ETAL	L-2	100.00		100.00
Ralph R Robinson	L-2A	169.00		169.00
Independent Gravel Co.	L-4	10.00		10.00
Independent Gravel Co.	L-5	321.25		321.25
Independent Gravel Co.	L-5A	20.00		20.00
Independent Gravel Co.	L-7	20.00		20.00
E. W Heiniger	L-15	20.00		20.00
Merchants & Miners Bank	L-16	60.00		60.00
W. C. Burch - Birdsall	L-17	15.00		15.00
L. R. Reynolds	L-19	79.25		79.25
Missouri Zinc Field Co.	L-22	200.00		200.00
Jesse E Burch	L-24	17.00		17.00
Conner Investment Co.	L-25	300.00		300.00
Russell Shaffer	L-27	75.00		75.00
F. C & J. W. Wallower	L-32	197.50		197.50
J. I Smith	L-37	60.00		60.00
F. C. & J. H. Wallower	L-39	53.78		53.78
M. L. King	L-40	30.86		30.86
Juanita Wallower	L-41	30.00		30.00
F C & J H Wallower	L-42	10.00		10.00
<b>Total Rentals</b>	<b>\$ 1,868.64</b>	<b>-0-</b>	<b>-0-</b>	<b>\$ 1,868.64</b>
<b>Total Expenses</b>	<b>\$ 2,606.90</b>	<b>\$3,024.06</b>	<b>\$ 799.30</b>	<b>\$ 6,430.26</b>

BR000200122



D ARCY M CASHIN  
2018 NAT ONAL STANDARD BUILDING  
HOUSTON TEXAS

January 8, 1951

C  
Reconstruction Finance Corporation  
Office of War Activity Liquidation  
Washington 25, D C.

O  
Attention Mr Edwin J Clapp, Jr , Chief  
Contract Liquidation Branch

Re Letter of Agreement (LM-51)  
dated June 23, 1944, as amended  
August 24, 1945  
Contract AA-217

P  
With reference to the captioned agreement, the present status of leases in the Webb City area, Jasper County, Missouri, is shown on the enclosed list. All rentals have been paid and the leases are in full force and effect

During the past year, we have given sub-mining leases to various individuals and small mining companies to develop such shallow ores as may underlie our leases A blank copy of our sub-lease form is enclosed

Y  
One of our reasons for making these sub-leases is to furnish employment to miners of the Webb City District who for various reasons could not find work elsewhere It likewise enables us to prospect shallow mineral possibilities under some of our holdings, which up to the fore part of this year we could not operate due to the low price of concentrates You will note that we limit the depth to which these operators can mine The idea is not to jeopardize the deeper operations in the area In accordance with paragraph 16, if we should decide to carry on deep operations, the lease can be terminated upon thirty days written notice As a result of this operation, we have made nineteen sub-leases in the last year The Webb City area, however, had its greatest rainfall in years in the spring and summer of 1950 The water rose in the shallow diggings, and, as a result, the majority of miners were flooded out At the end of 1950 I believe there were only three operating One is working on what is known as our Wallower area, Section 31, T-27-N, R-32-W, one on the

BR000200123

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILD NO  
HOUSTON TEXAS

C F Denny land, Section 21, T-28-N, R-32-W, and one on the Connor land, Section 20, T-28-N, R-32-W

C About six operators have made turn-ins to Brown & Root, Inc. All the money received, amounting to \$500.47, has been deposited in a special account in the Webb City Bank and no withdrawals have been made from this account to date.

It is entirely possible that some of the operators may continue their operations as soon as the weather gets better. We may also have more applicants for sub-leases. We know that our assistance to these miners is helpful in aiding the employment situation in this area.

O Since the war situation has arisen in Korea, Brown & Root, Inc. has recently been having conferences with the officials of the United States Bureau of Mines and various other officials of the Department of Interior with reference to the possibility of Brown & Root starting a major mining and milling operation in the Webb City area. We are presently supplying these officials with data on ore reserves, costs of mining and milling, and possible tonnage of metallic lead and zinc that could be obtained in the Webb City area in the next five years under various types of operation. It is our belief that a decision will be made in Washington within a very short time as to the type of operation that will be approved. When a decision is reached by the proper officials we will be glad to advise you as to what their decision is. Of course, you can readily understand that Brown & Root, Inc. is very anxious to develop these ore reserves during the present emergency. It is my understanding that the officials of the Department of Interior believe that the major ore reserves of the Tri-State District underlie the Brown & Root, Inc. Webb City area.

P Y If we can furnish any additional information, do not hesitate to call on us.

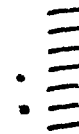
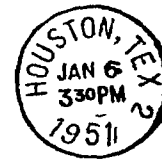
Very sincerely yours,

DMC fn  
Encl

D'Arcy M. Cashin

20000200124

**D ARCY M CASHIN**  
6 NATIONAL STANDARD BUILDING  
**HOUSTON TEXAS**



**Mr George or Mr Herman Brown**  
**Brown & Root, Inc**  
**P O Box 3**  
**Houston, Texas**

**BR000200127**

STATEMENT OF INCOME AND EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1950 TO DECEMBER 31, 1950

<u>INCOME</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTAL TO DATE</u>
Brown & Root, Inc Share Sub-Leases				
Ray Holden & McCanse Mining Co				\$ 15 44
Ray Holden				10 82
Hughes				1 18
York & Prigg	\$ 289 56	\$ 139 63		438 07
Mock & Everett				16 22
York Prigg & Keith	67 16			258 74
Ben Phillips	3 62			3 62
Turkey Creek Mining Co		235 07	\$ 68 87	303 94
Tom Scott		11.35		11 35
Scott & Newcomb			9.15	9 15
<b>Total Income</b>	<b>\$ 360 34</b>	<b>\$ 386 05</b>	<b>\$ 78 02</b>	<b>\$1,068 53</b>
<u>EXPENSES</u>				
Otto Ruhl - Engineering Services	\$ 667 47	\$ 242 78	\$ 444.01	\$2,991.14
C H Plumb - Engineering Services	90.90	49.85		1,460 93
W M Stewart - Office Rent & Prints				249 63
E A Henry - Engineering Services	217.50			217 50
J C Veatch - Engineering Services	50 00			50 00
Webb City Bank - Service Charge	1 00	1 25	50	12 24
Webb City Lease Rentals				
R D Toutz	L-6		13 24	26 48
Henry Byler	L-6		5 16	10 32
Cecil J Veatch	L-6		15 98	31 96
Claude Burke	L-6		62	1 24
Newell-Morse Corp	L-1			80 00
Robinson & McVoy	L-2			100 00
Robinson & McVoy	L-2A			169 00
Independent Gravel Co	L-5			321 25
Independent Gravel Co	L-5A			20 00
Independent Gravel Co	L-4			10 00
Independent Gravel Co	L-7			20.00
E W Heiniger	L-15			20 00
Merchants & Miners Bank	L-16			60.00
L R Reynolds	L-19			79.25
Missouri Zinc Fields Co	L-22			200.00
Jessie E. Burch	L-24			17.00
Connor Investment Co.	L-25			300 00
Pussell Shaffer	L-27			75.00
F C Wallower	L-39			53 78
M L King	L-40			30 86
J H Wallower	L-41			30 00
J I Smith	L-37			60 00
W C Burch, Agent	L-17			15.00
L V Scurlock	L-8			75.00
Harold Fenix	L-5			40 00
William Brown	L-3			106 00
Bert Ellis	L-10			40 00
Wesley Vann	L-9			80 00
Wilbur Evans	L-7			160 00
Katherine J Douthat	L-4			80 00
Tillie Reardin	L-12			4 00
F C Wallower	L-32			197 50

BR000200132

## STATEMENT OF INCOME AND EXPENSES, Cont'd

Page 2

		<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>TOTAL TO DATE</u>
Wm Smercina	L-43				20 00
Ned Swartz	L-12				6 58
Landreth Realty Co	L-65				240 00
Alexander H Von Hafften	L-1				80 00
Frank G Fenix	L-2				20 00
Zella Spiva	L-11				11 00
Home Land & Loan Co	L-3			\$ 163 78	163 78
Geraldine Holmes	L-12			20 00	20 00
Ruth Jones	L-13 & 13A			60 00	60 00
C A Mosbaugh	L-14			20 00	20 00
W C Burch	L-20			10 00	10 00
C F Denny	L-23			140 00	140 00
Kenneth Childress	L-26			20 00	20 00
W C Burch	L-38			20 00	20 00
Glena M Aylor	L-10,10A,18,18B, 35 & 35A			123 50	123 50
Total Rentals				\$ 612 28	\$3,468 50
TOTAL EXPENSES		\$ 1,026.87	\$ 293 88	\$1,056 79	\$8,449 94

BR000200133

**D'ARCY M CASHIN**  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

October 27, 1950

C  
Mr Harry W Blair  
Blair & Blair  
Tower Building  
Washington 5, D C

Dear Mr Blair

O  
I received your letter of October 23 having reference to the Newell-Morse holding and the Jasper County Royalty holding in the Webb City area after our telephone conversation

I have just had an opportunity to discuss these two holdings with my associates and this is the decision that we have reached

P  
Y  
With reference to the Newell Morse 160 acres, being the SE/4 of Section 12, T-28-N, R-33-W, Jasper County, Missouri, I am making a definite offer of \$50 00 an acre (subject to approval of title) for this tract, or \$8000 00 for the fee underlying this tract, assuming that the acreage is 160 acres. Of Course, if it is more than that, the price will be increased proportionately. If this offer is agreeable, after advising me, I will be glad to have you forward to Paul Bradley in Joplin the abstract covering the property. When Paul approves title, we will pay off on same. Paul can either prepare the deed from the Newell-Morse Royalty Company to Brown & Root, Inc., or if you wish to prepare it, you may forward it to Paul accompanied by the abstract through the Webb City Bank, or any one of your correspondents in that area, with a draft attached on Brown & Root, Inc., allowing Mr Bradley sufficient time to examine the abstract. Normally, we ask for twenty day, although he may do it in less time.

With reference to the holding of the Jasper County Royalty Company, being the NW/4 of Section 3, T-27-N, R-32-W, I note that you state it is the thought of the co-trustee, Mr Collins, to sell only one-half interest in this holding at this time.

I do not believe that Mr Collins is familiar with present conditions in this area. There is little or no activity in the south end of the field, and has not been for twenty years. Should we start activities in the near

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D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

C  
O  
P  
Y  
future it will be in the north end of the field rather than the south end as we have done sufficient exploratory work on the north to justify some operations. Also, the dewatering will start in the north end of the field and it will not effect the area in the vicinity of the Jasper County Royalty Company's holding. The only reason I am interested in this tract is that Brown & Root, Inc. owns acreage adjoining it on the north, and when and if we start operations in this area we could mine this area from our holdings on the north. However, before we would ever contemplate any mining in this southerly area, we will have to do certain exploratory drilling to determine whether or not in our opinion there is sufficient ore of the right grade to warrant an operation here. We have no accurate data on this holding at the present time, and if there are any ore reserves there, I have reason to believe it will be marginal ore. In view of the information available we would not be interested in making an offer on a divided one-half interest in this acreage, but would be interested in purchasing the fee underlying the entire 160 acres at \$50.00 an acre (subject to approval of title), or a total of \$8000.00 if the tract contains 160 acres. If it contains more, then the price will be more accordingly.

It is my belief that if I were to pass on this purchase for the trustee of the Jasper County Royalty Company I would recommend the outright sale of the entire tract because while the area has a certain psychological value now, should it be drilled, this value might be lessened very much by the exploration. I know that this has been the result in the past in some of our check drilling in the northerly part of the field of holdings that were presumed to have a very good valuation, and after check drilling them, we have written them off.

If it is Mr. Collins present thought to only sell one-half interest in this property, we might be interested in purchasing an undivided one-half interest in the minerals and fee underlying this property with Brown & Root, Inc. having the refusal on the other one-half at the best price you are able to obtain later. However, as previously stated, we are more interested in purchasing the entire fee as you could not well develop this property if it were subdivided. I would also say that my associates would not be very much interested in buying a divided one-half interest in the acreage as this acreage would not then lend itself to a major development, and a minor mining operation in this area is not practical.

I want to thank you for sending me a Flow Sheet on the Minerals Program. It is my hope that this will not be followed, but authority will be centered in not over two departments or agencies. It is my thought that this is the thing that is responsible right now for the confusion existing and delay in development of not only the Webb City area, but many other areas. As

BR000200135

**D'ARCY M CASHIN**  
2018 NATIONAL STANDARD BUILD NO  
HOUSTON TEXAS

it stands right now we do not know when we can start to negotiate and with whom, in fact, if it is held up too long, it may result in the same condition existing in Webb City at the present time as did at the end of World War II

C I shall be glad to hear from you with reference to the above at your earliest convenience so I may advise Mr Bradley to start immediate work on the examination of title and try to expedite this in every way

Very truly yours,

DMC fn

D'Arcy M Cashin

O cc Messrs George & Herman Brown

P

Y

BR000200136



# ROUTING SLIP

Date 12-18 19 50

TO	FROM	TO	FROM
<input checked="" type="checkbox"/> Herman Brown		J Grady Gray	
George R. Brown		G Hinman	
W A. Woolsey		C. D. Jessup Jr	
L T Bolin		M. I. Kearns	
M. P. Anderson		W H. Leslie	
Brown Booth		T E. Montgomery	
V A. Brill		H. Passmore	
Carl Burkhardt, Jr		W M. Powell	
A. M. Cannon		Chas. A. Rawson	
E. J. Christoph		B. H. Rebuck	
F L. Dahlstrom		C. J. Rolfe	
W E. Dickerson		M. H. Roths	
A. R. Duke		Gordon Thomson	
J T Duke		N E. Walcher	
L H. Durst		T L. Walker	<input checked="" type="checkbox"/>
Herbert J Frenaley		Ross White	

- ☐ For you to handle
- ☐ Investigate and report to me
- ☐ For your approval
- ☐ For your information please return
- ☐ Take up with
- ☐ Read and file
- ☐ Sent me in error
- ☐ Returned as requested
- ☐ See me personally before replying
- ☐ Advise what to do
- ☐ Make corrections
- ☐ Confidential

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BR000200137

STATEMENT OF INCOME AND EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1950 TO SEPTEMBER 30, 1950

<u>INCOME</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>TOTAL TO DATE</u>
Brown & Root, Inc. Share Sub-Leases				
Ray Holden & McCanse Mining Co.				\$ 15.19
Ray Holden				10.57
Hughes				.93
York & Sprigg				8.63
Mock & Everett	\$ 1.94			15.47
York, Sprigg & Keith #2	72.47			191.08
Total Income	\$ 74.41			\$ 241.87
<u>EXPENSES</u>				
Otto Ruhl-Engineering Services	\$317.39	\$ 632.61	\$369.14	\$1,636.88
C. H. Plumb-Engineering Services				1,320.18
W. M. Stewart-Office Rent & Prints			19.99	249.63
Webb City Bank - Service Charges	.27	.40	.53	7.24
Webb City Lease Rentals -				
R. D. Toutz	L-6			13.24
Henry Byler	L-6			5.16
Cecil J. Veatch	L-6			15.98
Claude Burke	L-6			.62
Newell-Morse Corp.	L-1			80.00
Robinson & McVoy	L-2			100.00
Robinson & McVoy	L-2A			169.00
Independent Gravel Co.	L-5			321.25
Independent Gravel Co.	L-5A			20.00
Independent Gravel Co.	L-4			10.00
Independent Gravel Co.	L-7			20.00
E. W. Heiniger	L-15			20.00
Merchants & Miners Bank	L-16			60.00
L. R. Reynolds	L-19			79.25
Missouri Zinc Fields Co.	L-22			200.00
Jessie E. Burch	L-24			17.00
Connor Investment Co.	L-25			300.00
Russell Shaffer	L-27			75.00
F. C. Wallower	L-39			53.78
M. L. King	L-40			30.86
J. H. Wallower	L-41			30.00
J. I. Smith	L-37			60.00
W. C. Burch, Agent	L-17			15.00
F. C. Wallower	L-32			197.50
L. W. Scurlock	L-8			75.00
Harold Fenix	L-5			40.00
Wm. Brown	L-3			106.00
Bert Ellis	L-10			40.00
Wesley Vann	L-9			80.00
Wilbur Evans	L-7			160.00
Katherine J. Douthat	L-4			80.00
Tillie Reardin	L-12			4.00
Wm. Smercina	L-43	20.00		20.00
Ned Swartz	L-12	6.58		6.58
Landreth Realty Co.	L-65	240.00		240.00
Alexander H. von Hafften	L-1	80.00		80.00
Frank G. Fenix	L-2	20.00		20.00
Zella Spiva	L-11	11.00		11.00
Total Rentals		\$ 377.58		\$2,856.22
TOTAL EXPENSES	\$317.66	\$1,010.59	\$389.66	\$6,070.15

BR000200138

OTTO RUHL  
CONSULTING MINING ENGINEER  
JOPLIN MO

September 22, 1950

Mr D'Arcy M. Cashin  
2018 National Standard Building  
Houston 2, Texas

Dear Mr. Cashin

Following your instructions I am submitting herewith a tentative estimate of the cost of work required to repair and amplify the drainage protection to the Webb City mining field to protect it from future floods and reduce the ground water that must be pumped from that field to bring it back into production.

In addition an estimate is submitted for the equipment required to pump out the old workings and the cost in labor and power as well as the probable time required to do the work.

Following this is an estimate of the equipment and cost to mine 5,000 tons of ore per 24 hour day.

A second estimate is made for the mining of 10,000 tons per day.

Similarly Mr. Edward Henry is submitting an estimate for a milling plant of 5,000 tons per day and one for 10,000 tons per day.

I want you to distinctly understand the estimates for both mine equipment and mill equipment are tentative only but are as close as we can give you on such short notice. They will need to be more detailed and firm prices secured later for definite periods of delivery. We have tried to be high rather than conservative to cover contingencies of constantly rising prices.

My own judgment leads me to plan first to take care of the ore reserves in the north end of the field which have been "check-drilled" sufficiently to intelligently plan the best methods of extraction. These ores are definitely enough blocked out so that we know where to put the shafts for expeditious extraction and with minimum costs. Our estimate on these ores place this tonnage at approximately 5,698,370 tons on the Brown and Root leases and those lands you drilled but do not now hold leases but which you expect to renew. In addition there are approximately 500,000 to 1,000,000 tons left in the Oronogo Circle group of mines that should be mined and treated along with your own, making a total of over 6,000,000 tons.

This is sufficient ore to provide four years steady operation at 5,000 tons per day. For these ores we can offer you a definite plan of operation.

BR000200147

The remainder of the tonnage available upon your leases is just as definitely known as were those you have "check-drilled" but there is not available the detailed knowledge to provide immediately the proper approach to take them out intelligently and without the danger of making serious mistakes in placing the shaft locations, or pumping plants, etc. My advice would be to provide the first 5,000-ton mill unit and set up the mining plan for that tonnage in the north end of the field

Simultaneously with this work on a 5,000-ton basis, a development program based on the same lines as that conducted by Brown and Root in conjunction with the Bureau of Mines should be started on the south end of the field so that one can intelligently place the shafts for collecting and taking out the ore, lay out the underground haulage, pumping sites, surface rail haulage and other vital factors which must be known before any plans can be set up upon which we should rely.

If and when this drilling campaign has been sufficiently advanced to provide this essential information, then a second 5,000-ton unit can be planned and set in operation. The additional mill capacity can be provided by an expansion of the first unit or the building of a second unit

Such a program of drilling will also probably add additional reserves to the north end of the field also and thus provide a longer life to the first mining set up

ESTIMATES OF WORK AND EQUIPMENT  
FOR 5,000 TONS MINING AND MILLING UNIT

FIRST STAGE - Protection from floods of Center Creek and subsidiary drainage ditches

- A Concrete collars to height of high water mark or the sealing of from 50 to 75 old shafts subject to overflow
- B Repair and raising height of one mile of main protection dike along Center Creek Height to be raised approximately 3 feet.
- C Repair and raising dikes around present caved ground in overflow area
- D. Repairs to 3-3/4 of subsidiary drainage ditches throughout the mining area

Estimated cost .. .. . \$100,000 00

SECOND STAGE - Installation of pumping equipment and pump-  
ing out the accumulated water in the mines

A Pumps - Pomona Centrifugals - electric driven

- 1 - 14" pump north of Oronogo Mutual Bulkhead
- 2 - 14" pumps at Blue Bell shafts
- 1 - 10" pump at Blue Bell shafts
- 2 - 14" pumps at Goode shafts
- 1 - 16" pump at Providence shaft
- 1 - 10" pump at Unity shaft.

These pumps will raise the water approximately 160 feet to 200 feet from the lowest drifts to the surface and the gallonage will be approximately 26,000 g p m The above number and size of pumps proved successful in two previous periods The time to pump out was 150 days of continuous pumping

Estimated cost of pumps and motors .	\$175,000 00
Installation of equipment	20,000 00
Power and labor for 150 days pumping	<u>65,000.00</u>

Sub Total.. ... .. \$260,000 00

THIRD STAGE - Surface equipment for mining

- A Incline tramway, 5-ton skips and hoist, coarse crushing unit and set up in the Oronogo Circle open pit Also power shovels, 10-ton haulage trucks, Jumbo drills, air compressor and air lines, electric distributing system, 500-ton storage hopper

Estimated cost	\$141,000 00
Service shaft and equipment.. ..	<u>12,500 00</u>

Sub Total . \$153,500 00

Estimated tonnage from this set-up - 1,500 tons.

- B. Wingfield or Oakwood shaft - change to 3-compartment shaft, use 5-ton skips and hoist, 500 ton storage hopper and derrick, ore pocket below for loading

Estimated cost... .. \$ 90,000 00

Estimated tonnage from this point - 2,000 tons

C	Hansell shaft - change to 3 compartment shaft, use 5-ton skips and hoist, 500-ton storage hopper and derrick Ore pocket below for loading	Estimated cost	\$90,000 00
	Estimated tonnage from this point - 2000 tons		
D	Service shafts at both Wingfield and Hansell areas Repair old 5 x 7 shafts, equip with hoist to handle all materials, etc , to ground	Estimated cost	30,000 00
E.	Electric distributing system for service shafts	Estimated cost. ....	. 15,000.00
F	Air compressor - total of 4,400 c.f.p.m	Estimated cost . .	75,000 00
G	Air line distribution	Estimated cost.....	. . 10,000 00
H	Shops, warehouse, change rooms, offices, miscellaneous small buildings	Estimated cost . . . .	110,000 00
I	Surface road construction - two miles	Estimated cost	8,000 00
J.	Surface railroad and switches - two miles	Estimated cost . . . .	25,000 00
K	Surface service trucks (3) pickups		6,000 00
L	3-1/2 ton truck with winch.....	... .	4,000 00
M	5-ton truck with winch.....	.. ..	5,000.00

N	Surface haulage truck - 15 ton capacity - 10 -	\$100,000.00
O	General tools and initial supplies	<u>. 50,000 00</u>
	Sub-total . . . . .	.\$771,500 00

FOURTH STAGE - Preparation of ground for mining and installation of equipment

A	Clean-up around shaft bottoms, construction underground loading pockets, etc , at all hoisting shafts ....	... .. \$ 20,000 00
B	Underground haulage roads - 3 miles	15,000 00
C	Drifts and stope preparation for roads .	10,000 00
D.	Maintenance equipment for underground roads - bulldozer ....	5,000 00
E	Underground tracks - 15 ton capacity (10)	100,000 00
F	Jumbo drill equipment - 25	125,000.00
G.	Drill steel.. ...	8,000.00
H	Portable air compressors (2) ..	10,000 00
I	Jack hammer drills (3) . . .	600 00
J	Ore loaders . . . . .	80,000 00
K.	Installation Cost not included in above. .	<u>30,000 00</u>
	Sub-total . .	\$403,600 00

SUMMARY SHEET 5,000 TON MINING UNIT

First Stage	Flood Protection For Area. ....	100,000 00
Second Stage	Pump installation and pumping out area ... .	260,000 00
Third Stage	Surface equipment ... .	771,500.00
Fourth Stage	Underground equipment...	<u>403,600 00</u>
	GRAND TOTAL ....	\$1,535,100 00

ESTIMATE FOR MINING OPERATION OF 10,000 TONS

The following estimate covers the work and installation  
of equipment for mining 10,000 tons of ore

FIRST STAGE - Protection from floods, overflow drainage

- A Concrete collars or sealing of 50 to 75 old shafts subject to overflow by floods.
- B Repair and raising height of 1 mile main protection dike along Center Creek at least 3 feet.
- C Repair and raising dikes around caved areas
- D Repairs to 3-3/4 miles of subsidiary drainage ditches through mining area

Estimated cost... . \$100,000 00

SECOND STAGE - Installation of pumping equipment and  
pumping out accumulated water in mines

A 1--Pumps - Pomona Centrifugals - electric driven  
for north end of field

- 1 - 14" - North of Bulkhead on Oronogo Circle Cave
- 2 - 14" - At Blue Bell shafts
- 1 - 10" - At Blue Bell shafts
- 2 - 14" - At Goode shaft
- 1 - 16" - At Providence shaft
- 1 - 10" - At Unity shaft

Total capacity - 26,000 g.p.m.

This battery of pumps proved successful in two previous periods of pumping out the ground in 150 days continuous pumping. If pumps have to be purchased new, suggest suitable unit be selected and sufficient pumps of that unit be purchased to take care of capacity required. This would mean less stock of repairs would be required in warehouse.

Estimated original cost of pumps. . .	\$175,000 00
Installation of equipment..... . .	20,000 00
Power and labor for 150 days to pump out water at 26,000 g.p.m. . . . .	65,000 00
Sub-total . . . . .	\$260,000 00



A 2--Pumps - Pomona Centrifugals - electric  
driven for south end of field

- 1 - 10" pump Yale shaft-Mo. Zinc Fields lease
- 1 - 10" pump Brick Mill shaft-Mo Zinc Fields  
lease
- 2- 10" pumps Whitsett shafts, Porto Rico area
- 3 - 10" pumps Hyde Park area

Estimated cost of pumps, motors, casings, etc . . .	\$105,000 00
Installation costs.. ..	12,500 00
Power and labor to pump out mines for pumping 150 days - 10,500 g p m	<u>35,000 00</u>

Sub-total . . . \$152,500 00

Sub-total A.1 and A.2 . . . \$412,500 00

THIRD STAGE - Surface equipment and installation

- A Oronogo Circle set up at open pit  
Incline tramway, 5-ton skips, hoists,  
headframe, 500-ton storage hopper,  
power shovel, 10-ton haulage trucks,  
Jumbo drills, ore loaders, air compres-  
sor and air lines, electric distribu-  
tion system, service shaft, coarse  
crushing unit in open pit - 1,500  
tons ore capacity.

Estimated cost \$153,000.00

- B. Wingfield or Oakwood shaft - 3  
compartment shaft, 5-ton skips, hoists,  
derrick and 500-ton hopper, electrical  
equipment. Present 5 x 7 shaft in-  
creased to 3-compartment shaft, under-  
ground ore pocket for loading - 2,000  
tons daily capacity.

Estimated cost.... . \$ 90,000.00

- C. Similar shaft set-ups at
- |                                       |             |
|---------------------------------------|-------------|
| Hansell shaft - 2,000 tons daily cap  | . 90,000 00 |
| Yale shaft, 2,000 tons daily capacity | . 90,000 00 |
| Whitsett shaft, 2,000 tons daily cap  | 90,000 00   |
| Hyde-Park shaft, 2,000 tons daily cap | 90,000 00   |

D	Five service shafts 5 x 7 - probably most of them already available, but need repair and equipment....	\$ 75,000 00
E	Electric distributing systems at service shafts. ....	35,000.00
F	Five air compressors and air line distribution for 4,400 c f p m	95,000 00
G	Shops, warehouse, offices, change rooms, and miscellaneous small buildings . . . . .	125,000 00
H.	Surface road construction over leases, 5 miles . . . . .	20,000 00
I	Surface railroads and switches, four miles .	50,000 00
J	Surface light service trucks (6) 3/4 ton.....	18,000 00
K	3-1/2 ton service truck with winch	4,500 00
L	5-ton heavy service truck with winch	6,500 00
M	Surface hauling trucks-15-ton capacity (20) . . . . .	200,000.00
N.	General tools and initial supplies	<u>100,000 00</u>
	Sub-total ...	\$1,332,000 00

FOURTH STAGE - Preparation of ground - mining equipment and installation

A	Clean-up around shafts, roadways, preparation of ground areas for underground repair, shops and truck service stations . . . . .	\$ 60,000 00
B	Underground haulage roads, 6 miles	30,000.00
C.	Maintenance equipment for underground roads - (bulldozers - 5). ...	25,000 00
D	Underground haulage trucks - 15 ton capacity (20) . . . . .	200,000 00

E	Jumbo drill set-ups (50).	. . .	.\$250,000.00
F.	Drill steel and bits . . . . .	..	15,000 00
G.	Portable air compressors (3)	.	15,000 00
H	Jack hammer drills (6)		1,500 00
I.	Ore loaders		175,000 00
J	Installation costs not included in the above	.	<u>40,000 00</u>
	Sub-total....	. .	\$811,500 00

SUMMARY SHEET FOR 10,000 TON MINING UNIT

First Stage	Protection from floods and over-flow... . . . . .	..\$	100,000 00
Second Stage	Installation Pumping equipment and pumping out accumulated water in entire field . . . . .	.	412,500 00
Third Stage	Surface mine equipment and installation . . . . .	. . .	1,332,000 00
Fourth Stage	Underground mine equipment and installation.... . . .	...	<u>811,500 00</u>
	GRAND TOTAL ...		\$2,656,000 00

The following estimate is set up for a milling plant to handle a total of 5,000 tons per 24-hour day

SUMMARY SHEET FOR 5,000 TON MILL

PRIMARY CRUSHING PLANT

8	Steel ore gates with air lifts & bin lining .	\$ 7,900.00
1	4' x 57' Pan feeder complete with motor & drive	21,500 00
1	4' x 8' Roll Grizzly complete with motor and drive .. . . . . .	7,750 00
2	18" x 36" Blake crushers with motors and drives	36,350 00
1	36" x 225' Conveyor complete with motor and drive . . . . .	19,000 00
	Installation . . . . .	.\$43,500 00

SECONDARY CRUSHING PLANT

2	5' x 12' Vibrating screens with motor & drive	9,500 00
2 -	4' Symons cone crushers with motor and drive and overhead cranes . . . . .	63,360.00
1	36" x 102' return conveyor with motor & drive...	9,400 00
1	30" x 219' Conveyor to mill bin with motor and drive . . . . .	18,200 00
	Installation . . . . .	\$30,000 00

SAMPLING PLANT AND STORAGE

	Sampling plant (all shown on flowsheet)	16,000 00
	Feeder conveyor with motor and control . . . . .	3,000 00
	30" x 150' mill feed conveyor with motor and drive. . . . .	18,640 00
	Weighometer .. . . .	5,000 00
	Installation .... .	\$35,000 00

CONCENTRATOR

4	Cut-off gates on hopper. .... .	1,600 00
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# CONCENTRATOR (Cont)

4	30" x 10' Feeder conveyor complete with motor and drive . . . . .	\$ 8,800 00
4	5' x 12' Vibrating D.D screens with motors and drives . . . . .	
1	36" x 40' Conveyor with motor and drive	1,950.00
1	D.D. Cone . . . . .	100,000 00
2	4' x 10' D D float wash screens complete with motors and drives.. . . .	
1	30" x 100' Conveyor of cone tails complete with motor and drive . . . . .	8,200 00
2	3' x 10' D.D Sink wash screens complete with motors and drives . . . . .	
1	18" x 30'-0" Sink conveyor complete with motor and drive . . . . .	900 00
1	20" x 45' Smitem elevator . . . . .	2,700 00
1	4' x 8' Sink concentrate screen complete with motor and drive . . . . .	2,700 00
1	48" x 20" Cornish rolls... . . . .	3,000 00
1	24" x 45' Smitem elevator . . . . .	3,480.00
1	24" x 24' Smitem drag . . . . .	1,400.00
2	6 cell 36" x 42" cleaner jigs..	7,000 00
	Dewatering cone . . . . .	300 00
1	24" x 45' Chat elevator . . . . .	2,700 00
2	4' x 8' Vibrating screens.. . . .	3,000 00
2	Sets 45" x 20" rolls with motors and drives.. .	11,000 00
1	8' x 20' Dorr Classifier . . . . .	11,500 00
1	#86 Marcy mill with motor and drive.....	32,000.00
2	Belts 30" x 24' belt drag . . . . .	2,100.00

# CONCENTRATOR (Cont)

3	60' Thickeners with motor and drive. .	\$ 25,000 00
1	Diaphragm pumps complete with motors . .	1,800.00
1	4" Wilfley pump complete with motor and drive	1,850 00
1	16 cell #30 Denner Sub "A" Float machine	41,100 00
1	8" Wilfley pump complete with motor and drive.....	47,800 00
	Lead and zinc filters complete with motor & drive	9,000 00
1	14" x 75' concentrate conveyor with motor & drive	1,650 00
1	4 belt 24" - 24' drag complete with motor & drive	4,000 00
1	24" x 45' rougher feed elevator ..... .	1,700 00
4	6 cell 36" x 48" rougher jigs	12,000 00
4	3' x 5' DeMier dewatering cones	1,200 00
1	30" x 24' tailing drag. . . .	1,800 00
1	30" - 300 tailing conveyor and wash water equip- ment with motor and drive.. ..... .	22,000 00
1	2" Wilfley lead pump with motor and drive	1,000 00
1	2" Wilfley zinc pump with motor and drive .	1,000 00
1	Jig and cone tailing sampler . . .	1,200 00
1	Float tailing sampler. .... .	920 00
1	14" x 75' Concentrate conveyor with motor and drive . .... .	1,650 00
	Mill pump with motor and drive	6,000 00
	Booster pump with motor and drive. . .	3,400 00
2	5 ton cranes. . .... .	15,000.00
	Track Scales . .... .	15,000 00
	Total Sampling and Control..... .	7,000 00
	Installation. \$120,000 00	
	Sub-Total - Machinery 663,000 00	
	Install 228,500 00	891,500 00

SUMMARY SHEET FOR 5,000 TON MILL

Clearing and grading of mill site .. .. .	\$1,500 00
Deep well, pump and tank . . . . .	10,000 00
Primary Storage Hopper, excav 5410 c f	8,000 00
Construction 6 conc hoppers (500 R.T cap )	50,000 00
Secondary storage hopper excavation. . . . .	6,000 00
Concrete Construction secondary storage hopper ...	40,000.00
Mill pond and slime pond . . . . .	10,000 00
Reserve . . . . .	<u>500 00</u>
Sub-total	<u>126,000 00</u>
Cone plant including building. . . . .	30,000 00
House over 36" crusher, material and erection..	2,400 00
Underground storage hopper, material and erection	20,000 00
Sampling house, material and labor . . . . .	10,000 00
Intermediate crushing plant, material and labor .	60,000 00
2 - 1000 ton mill hoppers - material and labor ..	20,000.00
6 - Primary hopper liners, material and labor .	22,000 00
Primary hopper and track supports . . . . .	7,000.00
Primary hopper chute.... . . . .	7,000 00
2 concrete loading hoppers . . . . .	10,000 00
Mill building including foundation, material and labor	100,000.00
All conveyor galleries. . . . .	<u>60,000 00</u>
Sub-total . . . . .	<u>\$348,400 00</u>
Equipment and machinery .. . . .	, \$891,500 00
Installation of machinery.. ... . .	<u>80,000 00</u>
Total Milling equipment and installation	<u>\$1,319,900 00</u>
GRAND TOTAL ESTIMATE COST OF PLANT.. . . .	.\$1,445,900 00

The following estimate is set up for a milling plant to handle  
a total of 10,000 tons per 24-hour day

SUMMARY SHEET FOR 10,000 TON MILL

Clearing and grading of mill site .....	. \$	2,000 00
Deep well, pump and tank . . . . .		12,000 00
Primary storage hopper, excav. 5,410 c f . . .		8,000 00
Construction 6 concrete hoppers (500 R T cap ). ...		96,000 00
Secondary storage hopper excav .		6,000 00
Concrete construction secondary storage hopper .		94,000 00
Mill pond and slime pond . ... ..		15,000 00
Reserve . . . . .		<u>500 00</u>
Sub-total ... ..	.\$	<u>233,500 00</u>
Cone plant including building . . . . .	\$	110,000 00
House over 36" crusher, material and erection... .		3,800 00
Underground storage hopper, material and erection		24,000 00
Sampling House, material and erection. ..		11,200 00
Intermediate crushing plant, material and erection. .		80,000.00
2 - 1,000 ton mill hoppers, material and erection . .		32,000 00
6 - Primary hopper liners, material and erection		35,200 00
Primary Hopper and track supports.... ..		8,000 00
Primary Hopper chutes ..... ..		8,000 00
2 - Concentrate loading hoppers		8,300 00
Mill building including foundation, material and erection		168,000 00
All conveyor galleries ..... .		<u>75,200 00</u>
Sub-total ..... ..	\$	<u>563,700 00</u>



SUMMARY SHEET FOR 10,000 TON MILL (Cont)

All Dorr thickner concrete tanks	... .	\$ 71,000 00
Equipment and machinery .. . .	... .	814,524 00
Installation of machinery.. ....	. . . . .	<u>120,000.00</u>
Total milling equipment and installation . . . .		<u><u>.1,569,224.00</u></u>
GRAND TOTAL ESTIMATED COST OF PLANT . . . .		\$1,802,724 00

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# MACHINERY LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u>	<u>PRICE</u>
<u>APRON FEEDER</u>			
1	Feeder apron type 48' x 50' - 0", mine type, skirt boards & steel frame	97,600#	\$30,000 00
1	Motor, 25 HP Squirrel Cage-1200 R P.M	750#	574.00
	Starter	300#	300 00
1	Speed Reducer - 25 HP	1,500#	1,650 00
1	12" Sprocket 1-1/2" P. Chain Spur Gear - Stl	2,500#	1,500 00
1	30" Sprocket 1-1/2" P. Chain Pinion - Stl.		
1	20', 1-1/2" P Roller Chain Shaft - brgs & couplings		
Steel frame and erection for above			

## ROLL GRIZZLY

1	Roller Grizzly 48 x 8-0 Mng. rollers 7-48-12 - 3 or 3-1/2 sq op Skirt boards	12,000#	8,250 00
1	Motor - 10 HP )	800#	750 00
1	Speed reducer )		
1	20" sprocket )		
1	12" sprocket ) DRIVE	250#	150 00
	20', 1-1/2" Roller ) Chain		
Steel work for above			

## PRIMARY CRUSHERS

2	Crushers 25 x 40" Blake )	90,000#	32,000 00
	46" x 6" grooved pulley )		
	V-belt drive		1,600.00
	24" motor pulley )		

		<u>EIGHT</u>	<u>PRICE</u>
<u>PRIMARY CRUSHERS (Cont)</u>			
2	100 H P Slip Ring Motors, 900 RPM Drum controller and grids	5,600#	\$5,020 00
2	5 ton crane		18,000.00
1	36" x 300' conveyor 48" Hd Pulley, 28 RPM	27,000#	15,600 00
	615 ft conv belt, 36-8ply-32 oz,	1,600#	10,000 00
1	125 H P motor - high torque, Starter - Mag Red voltage 440 v	2,300# 1,000#	2,082.00 1,250 00
1	125 H P Speedreducer 240 HS 6 l Back stop	2,700# 600#	1,935 00 450 00
1	Sump pump		
<u>STORAGE</u>			
1	Shutter conveyor 36" x 50' - 0"	8,000#	5,000 00
	110 ft 30" conv belt - 32 oz 3/16" x 1/6" Cover		1,400 00
1	30 HP motor Mag starter - reversing	1,100# 200#	702 00 180 00
1	30 HP Speed reducer, 6 l 120 HS	510#	596 00
5	36" x 8 belt feeders	7,500#	5,000 00
5	3 HP motors (Wt. 600#) US Vari-Speed, 2 l, \$525.00 each	3,000#	2,625 00
5	3 HP Speed Reducers )	27,000#	
1	36" x 300' Conv. to Intermediate Crushing		15,600 00
	615' conv. blt. 36" - 8 ply - 32 oz. 3/16" x 1/16" at 16 00		10,000.00
1	125 H.P motor Starter, mag red. voltage	2,300# 1,000#	2,082 00 1,250 00
1	125 H.P Speed reducer Back stop	2,700# 600#	1,935 00 450 00

<u>INTERMEDIATE CRUSHING PLANT</u>		<u>WEIGHT</u>	<u>PRICE</u>
6	30" x 30' - 0" Primary dewater drag	20,000#	\$9,000 00
2	H P Motors	1,500#	1,150 00
2	20 H P. Speed reducers 10 1, 120 HS	1,100#	1,400 00
4	5 x 10 screens, 4600# ea. \$3475.00 ea Type "H"	18,400#	13,880 00
4	5 H. P Motors - 1800 RPM Hi Torque Starters	1,600# 250#	1,148 00 300 00
1	7-1/2 Symons crusher and motor 300 HP - 350 ROM		50,000 00 6,000 00
4	36" x 8-0" Belt feeders	6,000#	4,000 00
4	3 H P motors U S Vari-Speed	2,400#	2,100 00
1	Conveyor 36" x 30'-0"	3,600#	2,250 00
67'	36" belt, 8 ply, 32 oz 3/16"x1/16" cov- er	650#	1,100 00
1	20 H.P motor Back stop	750# 250#	675 00 300 00
1	20 H P. Speed reducer 36-0, 2-15/17" Shafting	550#	700 00 125 00
1	15 H.P. motor - 1800 RPM	400#	295 00
1	15 H P Speed reducer	550#	700 00
4	30" Sprocket, 1-1/2" P. Chain )	1,300#	850 00
4	10" Sprocket, 1-1/2" Chain )		
4	Jaw Clutches ??		
2	30" Conveyers, 105'-0" Return	24,000#	12,000 00
630'	30" Belt, 6 ply, 32 oz. at 11 00		7,000 00
2	H P 25 motors, 1200 RPM	1,700#	1,248 00
2	Starters	250#	250.00
2	25 H P Speed reducers, 10 1	1,500#	1,800.00
2	Back Stops	600#	800 00

<u>SAMPLING MILL</u>		<u>WEIGHT</u>	<u>PRICE</u>
1	5-0 Crusher		\$10,000 00
1	3-0 Crusher		5,000 00
1	50 H.P motor	1,350#	1,462 00
1	Starter-red voltage	300#	325 00
1	25 H P motor	900#	825 00
1	Starter-red voltage	200#	200 00
1	30" x 50'-0" conveyor	5,000#	3,000 00
110'	30" belt, 6 ply, 32 oz at \$11 00	700#	1,210 00
1	20" x 50' Bucket Elevator	6,000#	2,500 00
1	25 H P motor - 1200 RPM	700#	574 00
1	Starter	100#	120 00
1	25 H. P Speed reducer 10 1 150 HS	900#	830 00
1	Grinder		
1	5 H P Motor	300#	191.00
	Starter	50#	81 00
1	36" x 200'-0 Conveyor - to concentrator	18,000#	11,000 00
415'	36" belt, 8-ply, 32 oz. 3/16 x 1/16" at \$16	4,000#	6,640 00
1	75 H P motor	1,400#	1,519 00
	Starter	700#	650 00
1	75 H P Speed reducer-10 1 Back-stop	2,000# 300#	1,495 00 400.00
4	Samplers		4,000 00

#### HEAVY FLUID PLANT

1	30" x 150 Conveyor-concentrates	12,000#	6,000 00
320'	30" belt, 8-ply, 32 oz 3/16" x 1/16" cover at \$14 00	2,500#	4,500 00
1	30" x 150 tailing to main tailing belt	12,000#	6,000 00
320'	30" belt, 8 ply, 32 oz 3/16" x 1/16" cover at \$14 00	2,500#	4,500 00
2	30 H. P Motors	2,200#	1,404 00
2	Starters	500#	640 00

		<u>WEIGHT</u>	<u>PRICE</u>
<u>HEAVY FLUID PLANT (Cont)</u>			
6	4 x 10 screens, Type "H"	27,600#	\$21,120.00
6	15 H P motors, 1800 RPM	2,400	1,740 00
	Starters	475	450 00
(All other equipment listed on A-C Specif )			

CONCENTRATOR BUILDING

6	42" x 48" rougher jigs, 5-cell		9,000 00
6	Cone dewater conveyor		3,600 00
2	3-7/16" x 26-0 shaft		234 00
6	3-7/16" Boxes x 9		90 00
2	30 H P Motors	1,600	1,304.00
	Starters	100	150 00
2	60" x 12 )	12,000	2,500.00
6	30" x 12 ) Std. Pulleys		
6	18" x 2 )		
250'	12" belt		750 00
1	24" x 40'-0 Smitten elevator	5,000	2,750 00
1	36 x 12)	1,000	300 00
1	20 x 12) Std. Pulleys		
2	36" x 42" cleaner jigs-7 cell		3,300.00
2	Dewater cones		1,000 00
1	Line shaft 2-15/16" - 17'		60 00
	2-15/16" - boxes		47 50
1	36 x 12 )	1,000	300 00
1	24 x 12 ) Std Pulleys		
1	50'-12" belt		125 00
1	20 H.P. motor	500	465 00
	Starter	100	150 00
1	43 - 12 Pulley	100	150 00
50'	12 Belt		125 00
2	24"-8" x 18' drag cl		3,000.00

<u>CONCENTRATOR BUILDING (CONT)</u>		<u>WEIGHT</u>	<u>PRICE</u>
2	24" x 50' 0 dirt elevators		\$6,000 00
2	5 x 10" Vibrating screens	11,400#	7,200 00
2	15 H P motors	800	580 00
	Starters	150	150 00
1	60" x 24" rolls	90,000	21,000 00
1	100 H P Motor	2,800	2,596 00
	Drives for above	1,200	800 00
1	Smitten drag		2,000 00
1	5 H P motor	275	191 00
	Starter	50	60 00
1	5 H P Speed Reducer 10 l, 90 HS	300	500 00
1	Chat elevator 24" x 50		3,000 00
1	60" x 24" rolls	9,000	21,000 00
2	48" x 10' vibrating screens	9,200	7,690 00
2	15 H P. motors	800	580 00
1	24" x 20 drag classifier		2,000.00
1	100 H P Motor	2,800	2,596 00
	Drives for above	1,200	800 00
27	Concentrator tables - ?		
27	20" x 8" Pulleys		900 00
2	20 H P motors	1,000	936 00
2	7-1/2 H P. motors	600	486 00
2	10 H.P. motors	750	574.00
	Drives for above		600 00
1	24" x 40'-0 Table tail elevator )		
	Drives for above )		3,500 00
2	24" x 26' Master drag		3,000 00

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<u>CONCENTRATOR BUILDING (CONT)</u>		<u>WEIGHT</u>	<u>PRICE</u>
1	10 H P motor	375#	\$ 287 00
1	10 H P Speed reducer 10 1, 105 H S	400	503 00
2	24" x 26' master drag		3,000 00
1	10 H P motor Starter	375	287.00 75 00
1	10 H P Speed reducer	400	503 00
2	24" x 28' tailing drag		3,000 00
1	15 H P motor Starter	550	583 00 75.00
1	15 H.P Speed reducer 10 1, 120 HS	510	596.00
15'	2-15/16" Shaft		52 50
3	2-15/16" boxes at 9 50		28 50
2	24" middling elevator 50'-0		6,000 00
2	24" x 20'-0 drag classifier		3,000 00
2	25 H P motors Starters	1,500 200	1,148 00 300 00
	Drives for above		1,200 00
1	5 x 6 Ball mill - ? 8 x 6		
2	75 H.P motors, slip ring, 720 RPM Starters	5,400 800	5,250 00 650 00
2	V-belt drive		1,000 00
1	Set rolls 54" x 24" Drive		15,000.00 800 00
1	24" x 50' elevator		3,000 00
1	24" x 18' drag		1,800 00
1	5' x 4' ball mill - ? 8' x 6'		
3	St. Joseph classifiers - ?		
1	Float sample cutter - ?		

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		.EIGHT	PRICE
<u>CONCENTRATOR BUILDING (CONT)</u>			
1	Jig sample cutter-?		
2	36" x 300' tail conveyor	54,000#	\$31,200 00
	1230'-36" belt, 8 ply, 32 oz	12,300	20,000 00
2	125 H P motors	4,600	4,164 00
2	Starters	2,000	2,500 00
2	125 H P Speed Reducers 240 HS, 6 l	5,400	3,870 00
	Back stops	1,260	900 00
1	Zn mid pump 2" Wilfrey )?		
1	Ld mid pump 2" Wilfrey )?		
2	7-1/2 H P motors	650	486 00
	Starters		200 00
2	V-belt drives		175 00
3	75' thickeners - ?		
3	5 H.P motors		573.00
	Starters		180 00
3	V-belt drives		180 00
3	Diaphragm pumps - ?		
3	3 H.P motors	450	435 00
	Starters		175 00
3	V-belt drives		150 00
2	8" Wilfrey Pumps - ?		
2	50 H.P. motors	2,860	2,066.00
	Starters	600	600 00
8	Lead float cells #30 Denver - ?		
14	Zinc float cells #30 Denver - ?		
1	2" Wilfrey pump, lead conc. - ?		

CONCENTRATOR BUILDING (CONT)

		WEIGHT	PRICE
1	5 H P motor Starter		\$191 00 60 00
1	V-belt drive		60.00
1	2" Wilfrey pump, zinc conc - ?		
1	7-1/2 H.P motor Starter	300#	243 00 97 00
1	V-belt drive		85 00
2	6'5 leaf filters - ?		
1	6'2 Leaf filter, American - ?		
1	5 HP motor Starter		191 00 60.00
	Drives for above		750 00
1	14" x 50'-0" float conveyor zinc	4,000	2,750 00
110'	14" belt-4ply-1/8" x 1/16" cover, 28 oz at 3.75		412 50
1	10 H P motor Starter	375	287 00 75.00
1	V-belt drive		90 00
1	Speed reducer		503.00
1	1-Jig cone conveyor 14" x 120'		4,500 00
250'	14" belt, 28 oz., 4 ply, 1/8 x 1/16 at 3 75		937.50
1	10 HP motor Starter	375	287 00 75 00
1	10 HP speed reducer	400	503 00
1	V-belt drive		90 00
2	20" x 10'0" conc dewater - ?		
2	3 HP motors Starters	300	290 00 120 00

CONCENTRATOR BUILDING (CONT)

	<u>PRICE</u>
1 8000 gal mill pump	\$4,000 00
27 Concentrating tables - Buchart pattern	13,508 00
2 #75 Marcy mills and motors	40,000 00
5 St. Joseph classifiers	3,000 00
20 Diaphram pumps with drive	4,000 00
2 8" Wiltley pumps	3,700 00
22 Float machines	40,000 00
Total sampling and control	8,000 00
Sand and pressure pumps	2,350 00
Track scales	18,000 00
1 Set 54 x 24 rolls	15,800.00
2 Dorr classifiers	<u>20,000.00</u>

TOTAL ESTIMATED MACHINERY COST \$814,524.50

BR000200171

Copy

OTTO RUHL  
CONSULTING MINING ENGINEER  
JOPLIN MO

July 3, 1950

Mr. D'Arcy M. Cashin  
2018 National Standard Building  
Houston 2, Texas

Dear Mr. Cashin:

The Brown and Root lease holdings in the area stretching from Oronogo to Duenweg needs little or no discussion from the standpoint of the ore reserve. You have available the William M. Stewart report of May 1943 in which the writer participated in assembling all available data in that region. In that report the estimate of reserves were as follows:

	Rock	Tons Zn	Tons Pb
	Tons	Concentrates	Concentrates
Developed ores	19,192,000	170,400	67,000
Probable ores	6,869,000	186,000	86,100
Possible ores	10,488,000	236,900	36,700
Totals	36,549,000	913,300	130,100
Percent Recovery		2.198	0.375

In May 1943 the writer prepared for the Bureau of Mines a report on the Oronogo-Webb City-Duenweg district, a report known as WMR-209, using the same data as Mr. William M. Stewart but confining the calculations to developed ore in the field. The results were as follows:

	Rock	Tons Zn	Tons Pb
	Tons	Concentrates	Concentrates
Total	18,863,530	162,157	66,022
Percent Recovery		2.15	0.35

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In addition, it was pointed out that the district had perhaps 16,000,000 tons of probable ore of similar grade.

Following this the War Production Board made arrangements with Brown and Root to "check" drill the area in the amount of \$80,000. The drilling was done under the supervision of the Bureau of Mines. Its engineer located all holes in collaboration with Mr. Carl H. Plumb, the engineer for Brown and Root. The Bureau of Mines supplied also a chief sampler who had direct charge of the field samplers and sampling. The writer represented the Bureau of Mines in all the work up to and including 106 drill holes. At this point the writer made a report to the Chief of the Bureau of Mines of all work then completed and which constituted approximately 21% of the acreage leased and advised the work had fully checked the original estimates both as to tonnage and indicated recovery and that it was a waste of money to continue the program as a "check" program but that the remainder of the money available should be spent for exploration and the development of virgin territory and the search for higher grade ores. The Bureau of Mines retired from the project as an active participant in the work but did watch results and consulted with the Brown and Root engineer on the location of the remaining 104 holes drilled. In December 1943 the writer made an estimate of the ores then checked by the 106 holes as follows:

BR000200173

	Rock tons ore	Percent combin- ed Zinc & Lead	Tons of Zn and Pb in concentrates
12 ore blocks	4,121,054	2.02	83,226

Converting the metal to zinc concentrates of 60% metal content would give the following results:

	Rock tons ore	Percent combin- ed Zinc & Lead	Tons of Zn and Pb in concentrates
12 ore blocks	4,121,054	3.36	138,776

At the completion of 210 drill holes funds were exhausted for further drilling and Mr. Carl Plumb made a final estimate upon the results of the complete drilling program under date of Jan. 26, 1914. The following table gives the estimate in detail:

	Tons of ore	Tons Zn Concentrates	Tons Pb Concentrates
<u>Developed ore:</u>			
"Sheet ground" ore	6,920,068	184,326	11,228
Shallow ore	846,440	21,838	13,802
Deep ores 1/	224,584	8,880	112
<b>Total</b>	<b>7,991,092</b>	<b>214,964</b>	<b>28,142</b>
<b>Percent of ZnS &amp; PbS</b>		<b>2.69</b>	<b>0.35</b>
<u>Inferred ores:</u>			
Deep ore	97,776	3,832	49
<b>Percent ZnS</b>		<b>3.92</b>	-

The writer checked over Mr. Plumb's estimates and is in substantial agreement with them. It will be noted that the results of this "check" drilling substantially checks the earlier estimates

1/ Ores in the Reeds Spring and Fern Glen formations.

of Stewart and myself upon the entire lease acreage although only about 35 percent of the area has been covered by "check" drilling.

The Brown and Root leases in the Webb City area have the greatest tonnage of ore developed reserves now remaining in the Tri-State field owned by a single company. Their value of course depends upon the factors of price received for the product, and the cost of production. The price factor has been extremely variable and will probably remain so. Costs have varied according to the economic conditions of world business.

At the present time these factors give these reserves very substantial values. The price of zinc concentrates is \$100. per ton and that of lead concentrates \$140. Confining consideration merely to the tonnage of concentrates outlined in Plumb's report of Jan. 26, 1944, for the area "check" drilled, the mineral reserves would have a value of \$21,496,400. for the zinc concentrates and \$3,939,880. for the lead concentrates, or a total value of \$25,436,280. Present cost of mining and milling at \$2.40 per rock ton would be \$19,178,621. Royalty at 5% would be \$1,271,814. Assuming a total investment of \$2,225,000. to be amortized would give a total cost of \$22,675,435. This would leave a gross profit of \$2,760,845.

If the rate of production were established at 5,500 tons per day the above developed tonnage could be depleted in five years and over 100% gross profit returned on the total investment during that period. There is still the matter of taxes to be considered,

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but even with 50% deducted as Federal and State taxes, the investment would be entirely returned and 10% per year of net profit made.

In addition the enterprise would be firmly established. It would have at least five more years of life from the inferred ore reserves now established and perhaps another five years of life from the ores which would be normally developed during operations.

Over this period there will become available other ore reserves by other operators in the field whose efforts will bring in higher grade ores which may be milled over an established plant, such as yours would be.

These results are predicated upon a market price of \$100. for zinc and \$11.00. for lead concentrates over a five year period. Is such a market probable? Previous experience indicates it is unlikely unless there be another war, but present exhaustion of high grade zinc ore reserves in the United States certainly points to a higher average market than in the past years and the adoption of universal mechanization of all mining work certainly adds a safety factor for lowering costs to meet, in some measure at least, vacillations of ore prices.

Selective mining along with a settled and firm policy of exploration for higher grade ore reserves to tide over lower price periods, is another safeguard against lower ore prices. The adoption of open pit mining, wherever possible, will also lower mining costs and safeguard continuous operations.

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In other words there are numerous ways for a mining company to combat lower ore prices if it adopts a policy of long range operation over a long period of time.

During the war years and during the time Brown and Root have held these leases, four different companies operated in the Oronogo-Duenweg area. In the north part of the field, the Kansas Exploration Co. operated two mines and one mill up till November 1949. The Kansas Exploration Co. has now sold these leases and mill to George Potter who in turn sold them to the Federal M & S Co. This latter company has continuously operated a 400-ton mill at Duenweg except for a few months shut down in 1949. This company has acquired some additional acreage also in the Duenweg end of the field and has been "test" drilling other tracts under buying options.

The Oronogo Mutual Mining Co. mined the Oronogo Circle mine by open pit methods throughout the war period, shipping its ores to the Central mill at Picher for treatment. At the end of the war and the cessation of the subsidy operations ceased.

The Fenix interests also mined throughout the war period till the end of the ore subsidy on leases at Oronogo and shipped to the Central mill at Picher. Since then this concern has been actively developing the old St. Regis mine at Duenweg and recent reports is that the ores will be milled over the Federal mill at Duenweg.

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It is thus apparent that some mining companies have been able to mine profitably in the Oronogo-Duenweg field and are continuing their operations today. This would seem to indicate that the remainder of these huge ore reserves could also be exploited profitably under present conditions.

There is no reason why Brown and Root with their huge ore reserves in Missouri could not assume the same importance to the Tri-State zinc industry now held by the Eagle Picher M & S Co. in Oklahoma and Kansas. The whole problem is one of careful planning, wise policy and prudent investment. It also involves the use of considerable patience while a worth-while organization is developed to carry on a program of this magnitude. The stake is a probable profit of eight to ten million dollars in the next ten to fifteen years and a commanding position in the zinc industry.

#### POSSIBILITIES FROM NEW EXPLORATION

The results of the "sheek" drilling of 106 holes and of 104 exploration drill holes upon your leases in the development of ore reserves is indicative of what may be accomplished by a well planned, systematic program of exploration upon your leased acreage.

You will note from Mr. Plumb's final estimate of ore reserves after he had completed 210 holes that there had been added to the "sheet ground" lower grade ores, a total of 846,440 tons of shallow ore which has a combined zinc and lead sulfide content of 4.21% and a total of 322,360 tons of developed and inferred deep level ores which has a combined mineral content of 3.96 percent.

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A continued drilling project utilizing today's geophysical aids and the accumulated geological knowledge now available should add several million tons of high grade ore reserves to the huge total of the present developed "sheet ground" ore.

For your information, I am enclosing the latest geological map of the Webb City area of the Missouri Geological Survey, upon which I have outlined your leased acreage. I have also placed on this map in brown contours the top of the Short Creek oolite limestone which gives a fair idea of the structure in the area. These contours have been worked out by the Missouri Geological Survey also. I think the Brown and Rest drilling data will supply some additional data which will more fully detail the structure in the north end of the field whenever I can find time to map these results. But, the picture of the structure to date indicates that there is abundant room for extension of the known ore-bearing zones and the possibilities of discovering richer ore in the K-bed horizon are exceptionally good. If one more area like the Center Creek 40 and one 40 on the Zinc Fields lease were found, your reserves of high grade ores would readily amount to \$15,000,000 to \$20,000,000 of ores yielding five to fifteen percent mineral content. The Center Creek 40 has yielded over \$13,000,000 of such ores and you still have a sizable ore reserve left there.

Some of the more promising areas are leases in Sections 20, 28 and 29 west of Prosperity and south of Cartersville. All of this territory should be carefully mapped in detail and geophysical

BR000200179

Good 2-21  
Auriferous  
2-21 20

work done to more fully outline structure and then a drilling program carried out, Some exceptionally rich mines have already been developed there and there is ample room for more to be found.

I have not yet had time to do this detail work and until it is done one can only roughly estimate what sum is prudently advisable to spend on a prospecting and development program. But, roughly, it would seem that a program to really test out your acreage would cost in the neighborhood of \$250,000. Such a program not only promises trebling present reserves but would also add sufficient tonnage of high grade reserves to provide continuous profitable operations during any ordinary vacillation of the zinc and lead ore markets.

Such a program might be utilized to hold leases for such periods of time as might determine whether to hold them indefinitely or turn them back to the ownership and thus eliminate annual rental payments upon the unprofitable acreage.

#### SOME ALTERNATIVE POSSIBILITIES

While Brown and Root now control the major acreage of the "sheet ground" field of Orange-Webb City camps, their control is only as long as they can hold their leases. These acreage rental leases are nearing expiration. Most of them will expire in 1953-54 unless operations are established and maintained after that date. The rental clause lease is the best and cheapest method of controlling these holdings but where it is impossible to renew

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these leases on that basis, the only method remaining is to maintain some sort of active work upon them. The least expensive method of active operation is to conduct exploration drilling and this would entail the use of from twenty to thirty-five drills as you have about thirty-five to forty pieces of different land ownership. Such a program would cost around \$350,000 to \$400,000 for drilling alone and unless you finally operate the properties by mining them, this additional expense could not be recovered. Such new development would not, in my opinion, greatly help in the sale of these leases to any major company at this time.

It seems mandatory therefore that steps be taken to renew these leases as soon as possible. Those that cannot be renewed on any favorable basis of rental clause should then be carefully evaluated to see if they should be retained on an operating basis and those that are not should be returned to the land owners at once.

If there is any intention on the part of Brown and Root to consider the sale or subleasing of this large acreage to any responsible major mining company, then these leases must be renewed at the earliest possible date for no company will consider a deal with Brown and Root for them if they know they can simply wait for the expiration of the present leases and obtain them for the asking.

In this connection, it is going to be difficult to secure renewals on parts of this land due to the delay in mining them during the past war period of high prices. It will be necessary to show a major portion of these land owners that there will not be

BR000200181

any further delay in dewatering and placing these lands in operation. It will be necessary, therefore, for a definite policy to be formulated as to the future activity upon this land and its announcement to the land owners before renewals can be expected to be readily obtained.

If there is a decision to sell or sublease the acreage what sort of a deal should be considered and also what is the amount of money Brown and Root can expect to ultimately obtain? Of course, this is a matter of bargaining and cannot be answered definitely by anyone. The possible profits over a five year period and the probable investment required have been set out earlier. The possibility of an additional life of ten more years is also noted with its expected returns. It is a question of what value Brown and Root sets upon a potential profit of ten million dollars in the next ten to fifteen years.

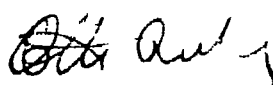
There appears to the writer the following alternatives:

1. Brown and Root has a small investment and a government obligation of about \$80,000 now in the project. They can forget the whole thing and their loss would not be a serious loss to them and let some other major company take over.
2. They can make an effort to renew their leases and then sell or sublease these holdings to some major company for some sum which will retrieve their present investment and some profit.

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3. They can renew their leases, become an operating company with an additional investment of approximately two and a quarter million dollars. This would result in the return of the capital investment within a five year period and a gross profit of two and three quarter million dollars and a commanding position in the sine industry for an indefinite number of years.
4. They might also match dollars in the development of this project with some major mining company that already has a mining organisation and split profits on some reasonable basis and thus avail themselves of a fully integrated operating concern with the sacrifice of a sizable portion of the potential profits.

Yours very truly,



Otto Ruhl  
Consulting Mining Engineer

OR/vks

BR000200183

# ROUTING S.L.P

Date 7/25 1950

TO	FROM	TO	FROM
	Herman Brown		J Grady Gray
✓	George R. Brown		G Hinman
	W A. Woolsey		C D Jessup Jr
	L T Bolin		M. I. Kearns
	M. P. Anderson		W H. Leake
	Brown Booth		T K. Montgomery
	V A. Brill		H. Passmore
	Carl Burkhardt, Jr		W M. Powell
	A. M. Cannan		Chas. A. Rawson
	K. J. Christoph		R. H. Robuck
	F L. Dahlstrom		C. J. Rollo
	W E. Dickerson		M. H. Roths
	A. R. Duke		Gordon Thomson
	J T Duke		N E. Walcher
	L. H. Durst		T L. Walker
	Herbert J Frenaley		Ross White

- ☐ For you to handle
- ☐ Investigate and report to me
- ☐ For your approval
- ☐ For your information please return
- ☐ Take up with
- ☐ Read and file
- ☐ Sent me in error
- ☐ Returned as requested
- ☐ See me personally before replying
- ☐ Advise what to do
- ☐ Make corrections
- ☐ Confidential

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BR000200184



STATEMENT OF INCOME AND EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1950 TO JUNE 30, 1950

	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TOTAL TO DATE</u>
<u>INCOME</u>				
Brown & Root, Inc Share Sub-Leases				
Ray Holden & McCanse Mining Co.				\$ 15.19
Ray Holden				10.57
Hughes				.93
York & Frigg	\$ 8.63			8 63
Mock & Everett		\$ 13.53		13.53
York, Frigg & Keith #2			\$118.61	118.61
				<hr/>
Total Income	\$ 8 63	\$ 13.53	\$118.61	\$ 167 46
<u>EXPENSES</u>				
Otto Ruhl-Engineering Services		\$317 74		\$ 317.74
C H. Plumb-Engineering Services	\$325.72			1,320.18
W L. Stewart-Office Rent & Prints	132.60	50.61		229.64
Webb City Bank-Service Charges		.71		6.04
Webb City Lease Rentals -				
R D. Toutz	L-6			13.24
Henry Byler	L-6			5.16
Cecil J. Veatch	L-6			15.98
Claude Burke	L-6			.62
Newell-Morse Corp.	L-1			80.00
Robinson & McVoy	L-2			100.00
Robinson & McVoy	L-2A			169.00
Independent Gravel Co.	L-5			321.25
Independent Gravel Co.	L-5A			20.00
Independent Gravel Co.	L-4			10.00
Independent Gravel Co.	L-7			20.00
E W. Heiniger	L-15			20.00
Merchants & Miners Bank	L-16			60.00
L. R. Reynolds	L-19			79.25
Missouri Zinc Fields Co.	L-22			200.00
Jessie E. Burch	L-24			17.00
Connor Investment Co.	L-25			300.00
Russell Shaffer	L-27			75.00
F. C. Wallower	L-39			53.78
L. L. King	L-40			30.86
J. H. Wallower	L-41			30.00
J. I. Smith	L-37			60.00
W C Burch, Agent	L-17			15.00
F C Wallower	L-32			197.50
L W. Scurlock	L-8	75.00		75.00
Harold Fenix	L-5	40.00		40.00
Wm Brown	L-3	106.00		106.00
Bert Ellis	L-10	40.00		40.00
Wesley Vann	L-9	80.00		80.00
Wilbur Evans	L-7	160.00		160.00
Katherine J Douthat	L-4	80.00		80.00
Tillie Reardin	L-12	4.00		4 00
				<hr/>
Total Rentals	\$501.00	\$ 84.00		\$2,478 64
				<hr/>
TOTAL EXPENSES	\$959.32	\$453.06		\$4,352.24

BR000200185

May 4, 1950

Mr. D'Arcy M. Cashin  
National Standard Building  
Houston 2, Texas

Dear D'Arcy:

Are you of the opinion we are going to have to keep the overhead we are now spending of approximately \$400 a month on the Webb City block? For what we are getting in the way of returns, I was hoping that we could cut that expense on some kind of basis. Of course the renewals have to be paid.

Best regards,

Yours very truly,

---

George R. Brown

GRB:IME

BCC Tom Walker

BR000200186

ROUTING SLIP

Date 4/10/50 1950

TO	FROM	TO	FROM
	Herman Brown		J Grady Gray
X	George R. Brown		G Hinman
	W A Woolsey		C D Jessup Jr
	L T Bolin		M L Kearns
	M P Anderson		W H Leslie
	Brown Booth		T E Montgomery
	V A Brill		H Passmore
	Carl Burkhardt Jr		W M Powell
	A M Cannan		Chas A Rawson
	E J Christoph		R H Robuck
	F L Dahlstrom		C J Rollo
	W E Dickerson		M H Roths
	A R Duke		Gordon Thomson
	J T Duke		N E Walcher
	L H Durst		T L Walker
	Herbert J Frensley		Ross White

- ☐ For you to handle
- ☐ Investigate and report to me
- ☐ For your approval
- ☐ For your information please return
- ☐ Take up with
- ☐ Read and file
- ☐ Sent me in error
- ☒ Return as requested
- ☐ See me personally before replying
- ☐ Advise what to do
- ☐ Make corrections
- ☐ Confidential

Remarks \_\_\_\_\_

RR000200187

STATEMENT OF INCOME AND EXPENSES  
WEBB CITY OPERATIONS  
JANUARY 1, 1950 TO MARCH 31, 1950

		<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>TOTAL TO DATE</u>
<u>INCOME</u>					
Brown & Root, Inc. Share Sub-Leases					
Ray Holden & McCaule Mining Co.		\$ 15.19			\$ 15.19
Ray Holden			\$ 10.57		10.57
Hughes				\$ 0.93	.93
					<hr/>
Total Income		\$ 15.19	\$ 10.57	\$ .93	\$ 26.69
<u>EXPENSES:</u>					
C. H. Plumb-Engineering Services		\$ 350.23	\$322.57	\$321.66	\$ 994.46
W.M. Stewart-Office Rent & Frings			31.43	15.00	46.43
Webb City Bank-Service Charges			4.81	.52	5.33
Webb City Lease Rentals -					
R D. Toutz	L-6	13.24			
Henry Byler	L-6	5.16			
Cecil J Veatch	L-6	15.98			
Claude Burke	L-6	.62			
Newell-Morse Corpl	L-1	80.00			
Robinson & McVoy	L-2	100.00			
Robinson & McVoy	L-2A	169.00			
Independent Gravel Co.	L-5	321.25			
Independent Gravel Co.	L-5A	20.00			
Independent Gravel Co.	L-4	10.00			
Independent Gravel Co.	L-7	20.00			
E. W. Heiniger	L-15	20.00			
Merchants & Miners Bank	L-16	60.00			
L R. Reynolds	L-19	79.25			
Missouri Zinc Fields Co.	L-22	200.00			
Jessie E Burch	L-24	17.00			
Connor Investment Co.	L-25	300.00			
Russell Shaffer	L-27	75.00			
F C Wallower	L-39	53.78			
M. L. King	L-40	30.86			
J. H. Wallower	L-41	30.00			
J. I. Smith	L-37	60.00			
W C. Burch, Agent	L-17	15.00			
F. C. Wallower	L-32	197.50			
					<hr/>
Total Rentals		\$1,893.64			\$1,893.64
					<hr/>
TOTAL EXPENSES		\$2,243.87	\$358.81	\$337.18	\$2,939.86
					<hr/>

BR000200188

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575-1

**D ARCY M CASHIN**  
2016 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

October 24, 1949

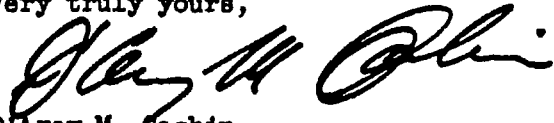
Mr George R Brown  
Brown & Root, Inc  
P O Box 3  
Houston 1, Texas

Dear George

Enclosed is a letter from Carl Plumb reference Mr  
Buchanan's report on the O'Mahoney Bill

Also, enclosed are copies of telegrams and the letter  
from Mr E. H Perry which were sent to Washington in  
an effort to help the Bill when it was voted on last  
October 17

Very truly yours,

  
D'Arcy M Cashin

DMC fn  
Encls

BR000200189

C H PLUMB  
CONSULTING MINING ENGINEER  
522 N SERGEANT AVENUE  
JOPLIN MISSOURI  
Oct. 22nd. 1949

Mr. D'Arcy I Cashin,  
2018 Nat. Standard Bldg.  
Houston, Texas.

Dear Mr. Cashin,-

Yesterday I attended a meeting of the Zinc Ore Prod. Assoc. and heard the report of Mr. Buchanan. The gist of the matter was that the Bur. of Mines "double crossed" them. They were the one who advanced the Amendment to cut out deductions for Depreciation and Depletion, then promised to favor the Bill without it and then still favored the Amendment. The Bill still is in good standing and can be taken up again in January. It still will take work and cash for expenses. The work of Brown and Root was mentioned at the meeting.

I am sending a copy of your letter in regard to the Kusterer land to Mrs. Burch together with a letter from me and hope to get this straightened out.

I note what you have done in regard to the lease to Mr. Waterhouse and hope that you will receive a favorable answer to your letters to his references.

Mr. Reynolds informed me yesterday that he is to start a shaft on the Wallower land next week. I have a letter from Mr. Wallower stating that he will make us out a lease to more land on the north which we will apparently need.

Yours very truly,

*CH Plumb*

RR000200190

DOMESTIC SERVICE	
Check the class of service desired - otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

1200

INTERNATIONAL SERVICE	
Check the class of service desired - otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

W. P. MARSHALL, PRESIDENT

NO. WDS.-CL. OF SVC.	FD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

HOUSTON, TEXAS  
OCTOBER 12, 1949

HONORABLE SAM RAYBURN, SPEAKER  
HOUSE OF REPRESENTATIVES  
WASHINGTON, D. C.

NUMEROUS CLOSE FRIENDS DEEPLY INTERESTED PASSAGE SENATE BILL 2105 O'MAHONEY  
WITHOUT AMENDMENT WILL APPRECIATE YOUR HELP.

SAM D. W. LOW

BR000200191

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this one-half the unreported message rate is charged in addition. Unless otherwise indicated on its face, this is an unreported message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unreported-message rate beyond the sum of five hundred dollars, nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued, nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits. In cities or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Company in cities or towns of 5,000 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office; in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices. And if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission, and in the case of an intrastate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company within ninety days after the cause of action, if any, shall have accrued, provided, however, that neither of these conditions shall apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

## CLASSES OF SERVICE

### DOMESTIC SERVICES

#### FULL RATE TELEGRAMS

A full rate expedited service.

#### DAY LETTERS

A deferred service at lower than the full rate.

#### SERIALS

Messages sent in sections during the same day.

#### NIGHT LETTERS

Assured up to 2 A.M. for delivery not earlier than the following morning at rates substantially lower than the full rate telegram or day letter rates.

### CABLE SERVICES

#### FULL RATE CABLES

The standard fast service of full rates. May be written in any language that can be expressed in Roman letters or in cipher.

#### CODE (CDE)

A fast message service consisting of words formed without condition or restriction, counted at 5 characters per word. Minimum charge of 5 words applies.

#### DEFERREDS (LC)

Plain language messages, subject to being deferred in favor of full rate and CODE messages.

#### NIGHT LETTERS (NL7)

Overnight plain-language messages. Minimum charge of 25 words applies.

BR000200192



DOMESTIC SERVICE	
Check the class of service desired, otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

# WESTERN UNION

INTERNATIONAL SERVICE	
Check the class of service desired, otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 1, 1949

CONGRESSMAN ROBERT PEACH  
HOUSE OF REPRESENTATIVES  
WASHINGTON, D. C.

PERSONAL

PLEASE VOTE FAVORABLY AND USE INFLUENCE FOR A SUCCESSFUL PASSAGE MONDAY  
AFTERNOON OF O'MAHONEY BILL 6105 AS IT WAS RECOMMENDED BY SENATE. BEST  
WISHES AND THANKS.

LUCILE MAYFIELD (VICK) ROOPER

BR000200193

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated. That is, telegraphed messages to the originating office for comparison. For this, one-half the repeated message rate is charged in addition. Unless otherwise indicated on its form, this is an unreported message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unreported message rate beyond the sum of five hundred dollars per for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated message rate beyond the sum of five thousand dollars, unless specially valued. Not in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery of any message, whether caused by the negligence of its servants or otherwise, beyond the pecuniary loss, not exceeding in any case the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender before the time the message is tendered for transmission and unless the repeated message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount for which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 4,000 or more inhabitants where the Company has an office which, as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company within two miles of any open main or branch office of the Company, in cities or towns of 2,500 or more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the telegraph office, in cities or towns of less than 2,500 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified the Company does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by telephone within the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or pecuniary penalties in the case of any message except in the case of a message in which the claim is not presented in writing to the Company within sixty days after the message is filed with the Company for transmission, and in the case of an interstate message in which the claim is not presented in writing to the Company within ninety days after the date of filing. If any claim shall have accrued, provided, however, that neither the sender nor the addressee shall apply to claim for damages or overcharges within the period of twelve months from the date of filing of the message.

7. It is agreed that in any action by the Company to recover the toll for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, unless rebutted by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. The employees of the Company are authorized to carry the messages.

## CLASSES OF SERVICE

### DOMESTIC SERVICES

#### FULL RATE TELEGRAMS

A full rate expedited service.

#### DAY LETTERS

A deferred service at lower than the full rate.

#### SERIALS

Messages sent in sections during the same day.

#### NIGHT LETTERS

Accepted up to 3 A.M. and delivered the following morning at a rate substantially lower than the full rate telegram or day letter rate.

### CABLE SERVICES

#### FULL RATE CABLE

The standard fast service at full rate. May be written in any language that can be expressed in Roman letters or in cipher.

#### CODE (CDE)

A fast message service consisting of words formed without condition or restriction, limited to 4 characters per word. Minimum charge of 2 words applies.

#### DEFERRED (DL)

Plain language messages subject to being deferred in favor of full rate and CDE.

#### NIGHT LETTERS (NL)

Overnight plain language messages. Minimum charge of 45 words applies.

BR000200194

PERRY & REED  
110-1/2 East 7th St.  
Austin, Texas

October 17, 1949

Mr D'Arcy M Cashin  
2018 National Standard Building  
Houston, Texas

Dear Mr Cashin

I have your letter of the 15th inst. and while I did not know of the Bill, it strikes me that we should not be caught again without stock piles of strategic materials and I have accordingly wired our Congressman, Homer Thornberry and Congressman Paul Kilday, the telegram outlined in your letter

With kindest regards to you and Mrs Cashin, I am,

Sincerely yours,

E H Perry /s/

C O P Y

RR000200195

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

October 4, 1949

Messrs George and Herman Brown  
Brown and Root, Inc  
P O Box 3  
Houston 1, Texas

Gentlemen

In accordance with your instructions, I went to Joplin last Tuesday and returned Friday afternoon

I had conversations with practically all operators of importance in the field except Elmer Isern of the Eagle Picher Mr Isern was in Spokane, Washington, attending the American Mining Congress He was to return the fore part of this week

I found that practically all the operators were interested in the O'Mahoney Bill, which is labeled Senate Bill No 2105 You have a copy of this bill in your files This bill is being backed by all the independent mining operators and was presented to the Senate about two weeks ago, but did not pass at that time as the vote was 40 For and 41 Against

Senator Kim of Missouri changed his vote at the last minute and voted against the bill Senator Kim is very friendly with Howard Young In fact, it is believed that Howard Young's company financed Senator Kim for the Senate

The major companies, such as, Anaconda, St Joseph Lead, American Smelting and Refining, and the Guggenheims are all against the bill The independents in the Joplin area believe the reason for this opposition is that they are interested in mining operations in Africa, South America, Mexico, Canada and elsewhere, and desire to have ores from these areas imported into this country I have been told that their operations in Africa are being financed under the Marshall Plan It is my understanding that when certain correspondence between one of the presidents of a company opposing the passing of this bill and a senator was brought to the attention of the Committee, they decided to resubmit the bill to the Senate At that time Senator Kim got in contact with the State Geologist, Mr Clark, in Missouri and he recommended that the bill be passed Mr. Clark called a meeting in Joplin of the independent mining operators, and, I believe, that Senator Kim attended at that time They tell me he is now coming out for the bill

BR000200196

I had conferences with Harry Easley, George Potter, Otto Ruhl, Victor Rakowsky, and others, and they all seem to believe that should the bill pass, mining would be resumed. Harry Easley informed me that he had a letter from President Truman in which he stated he was for the O'Mahoney Bill as it was being submitted, and in the event it was passed without too many amendments, he would sign it. He stated he was classing it as a "must" legislation. This was confirmed by Mr. Buchanan and Mr. Brillharz, who made a trip to Washington to try to put this bill over. It was the belief of all these gentlemen that should the bill pass, we will be contacted by the various major mining operators who would like to take over our area and develop it. It is my understanding that the Eagle Picher mill is working on clean-up ore in the Miami District, and are only running 5000 tons a day, or one-third of their capacity. Both George Potter and Otto Ruhl told me the known reserves of the Miami District will be cleaned up by the latter part of 1950.

We have executed about twelve subleases on some of our holdings in the Turkey Creek, Lehigh and Webb City areas. I visited each one of these places and discussed the operations with the operators. Enclosed is the latest report from Carl on the subleases.

It is my belief in the event the Bill is passed, we can trade with any one of several operators, Eagle Picher, Paul Childress, possibly George Potter, and maybe the American Lead and Zinc, along the lines of our previous conferences with Elmer Isern, that is, all payments to be paid over a fixed time with an obligation on their part to protect all our leases in the Webb City area. They are to start dewatering immediately upon execution of the contract.

I expect to be in Joplin Monday, October 10, to bid on the Smith lands in the Lehigh area. In the event we are successful in purchasing this fee holding, costs of bringing this property up for auction will be deducted and returned to us. Also, our proportionate part (35%) of the net proceeds will be returned to us. There is certain activity in the vicinity of this land at the present time, and in the event we are able to purchase it, it should not be too difficult to have the property brought into operation by others, however, it might be necessary for us to drill some core holes around the pit. Some operators are draining a pit in the immediate vicinity, and have already uncovered some very rich lead ore.

In the Mid-West property (Reynolds) operations on the sublease from us on the Wallower, they have uncovered some very rich ore in their drilling test. This confirms our information on the previous mining in this area, and on the old holes drilled. Reynolds appears to be very much enthused, and expects to swing a shaft in this vicinity shortly. Mr. Wallower has agreed to give us a lease on what additional lands we may need to work out this prospect. Mrs. Wallower stated that she will deposit some accrued royalties from mining operations in our new Webb City Bank Account - Brown & Root, Inc. Mineral Account, D. M. Cashin, Agent.

Very truly yours,

DMC fn  
Encl

D'Arcy M. Cashin

BR000200197

# REPORT ON SUB-LEASES

Oct.1st. 1949

## ORE PRICES

		Zinc	Lead
Sept.15th.		\$57.00	\$192.91
	E.P.Co.	59.50	
Oct. 1st.		Same	187.27

- ① Playter & Wright Lehigh  
Pit unwatered and work starting
- ② Black & Newby Owen land  
Not working
- ③ Harold Fenix Fenix land  
Not drilling yet
- ④ McCanse & Wheeler Connor land, 10 O'Clock  
Shaft down 45 ft.
- ⑤ Midwest Properties Wallower land  
Is talking of starting shaft - *see drill log*
- ⑥ Tom Scott Connor land  
Has second shaft about sunk
- ⑦ Payne & Arterburn Vann land, Turkey Cr.  
Has not started work yet
- ⑧ Ray Holden Kusterer land, Troup ~~XXXX~~ mine. *note same*  
Not working
- ✓ ⑨ L.G.Merker Aylor land  
Water still too high to work
- ✓ ⑩ Warren & Co. Owen land, Turkey Cr.  
Shaft about 30 ft. deep.
- ✓ ⑪ J.M.Jones Connor land  
Has not started yet.
- ⑫ R.F.Coolbaugh Owen land.  
Has decided not to work lease.
- ⑬ Am making lease to H.D.Waterhouse on 40 acres of the Wallower land.

BHP Hunt

BR000200198

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

September 2, 1949



C  
O  
P  
Y  
  
Mr C. E. Plumb  
522 W. Sergeant Avenue  
Joplin, Missouri

Dear Carl:

Enclosed please find check in payment of your services for the month of August.

I am also enclosing three copies of the contract between W. S. Owen and Brown & Root, Inc. When Mr. Owen signs, please return one copy to me for Brown & Root's files. The additional copy is for your files. I am sorry it has taken so long to get this signed, but George Brown has been out of pocket considerably of late and has just returned to Houston.

I think it might be well for you to stay in close touch with both Potter and Childress and see if we can work something out with them on my next trip to Joplin. As you know, Dick McPherson told me he thought I should be up there a few days before the sale takes place so that we can put in our bid. I would appreciate your advising me what you and Dick think Brown & Root should bid on this property so I can be prepared to have the authority to bid

I appreciate getting your copies from the paper reference the price of sine. I have also been following the prices in the various technical publications and the Wall Street Journal.

Kindest regards.

Very truly yours,

DMC fa  
Encls.

D'Arcy M Cashin

cc Mr George Brown

BR000200199

C H PLUMB  
CONSULTING MINING ENGINEER  
522 N SERGEANT AVENUE  
JOPLIN MISSOURI

Aug. 31st. 1949

Mr. D'Arcy M. Cashin,  
2018 Nat. Standard Bldg.  
Houston, Texas.

12345678

Dear Mr. Cashin,-

Your letter of the 26th. received and copy of letter to Webb City Bank in regard to endorsing Brown & Root ore checks. It would seem to me that an authorization for the Bank to endorse all Brown & Root ore checks would have been better and saved time and complications as occurred this first time.

In regard to the purchase of the 4th. St. mill, I think this mill will be sold tomorrow to move away. This will leave our territory without any milling capacity for any ore produced on our lands. If the prices go up and the water is pumped even enough to lower the head 50 ft. we can expect a lot of operations.

In regard to the Potter-American deal to open up the Oronogo Circle I have heard no more news but expect this to materialize in the not too distant future.

I talked to Paul Childress again and he was not aware of this plan. I thought that he would surely know of it as he still (?) has a lease on some of that ground. He had thought over my suggestion as to starting work on his lands and a part of ours and said he wanted all of ours. I said that was out. I expect him to be in on some of this development or rather operation either with the Potter crowd or by himself when it starts. The pumping of the water will help him as well as us. I will keep in touch with the situation as best I can and advise you of any developments.

Yesterday I had a long conference with McPherson & Baird in regard to the Partition suit on the Smith Estate. We have an additional expense that I hope we can get in and that is the taxes we have paid and I hope that you will get the amounts up as soon as you can to the lawyers.

This morning was the hearing on the case and <sup>I</sup> was the sole witness they called. The date of the sale will be set right away and you will be advised so that you can be here for the sale.

I am enclosing clippings in regard to ore prices etc together with my statement for August and Report on Sub-Leases.

Yours very truly,

C H Plumb

BR000200200



# REPORT ON SUB-LEASES

Aug.31st.1949

ORE PRICES	Zinc	Lead
Aug.15th.	\$57.00	\$191.11
Aug.31st.	\$57.00	\$192.91
E.P.Co.	\$59.50	

Playter & Wright	Lehigh Have water about pumped out.
Black & Newby	Owen land, Turkey Cr. Nothing doing
Harold Fenix	Fenix land, Turkey Cr. No more drilling
McCance & Wheeler	Connor land, 10 O'Clock Still drilling and getting ready to sink shaft.
Mid West Properties	Wallower land Started drilling today.
Tom Scott	Connor land. Still working but has found no ore.
Payne & Arterburn	Vann land Turkey Cr. Payne has apparently dropped out but Arterburn is about ready to start drilling himself.
Ray Holden	Kusterer land, Troup mine. Made a small turnin and is sinking another shaft
L.G.Merker	Aylor land Water still too high.

Am meeting man tomorrow to make another lease on Owen land.

Am meeting man Saturday with possibility of making another lease on Connor land.

Had a chance to sub-lease the Jack Bin tract for gouging but turned it down as we should save this for larger operation.

BH Hunt

BR000200201

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

August 23, 1949

Mr George R. Brown  
Brown & Root, Inc  
Houston, Texas

Dear George

Enclosed, herewith, please find various letters and a progress report from Carl Plumb on the Webb City area Also, my comments on same

A copy of the "Report On Ore Reserves of the Tri-State District" by Otto Ruhl is also enclosed

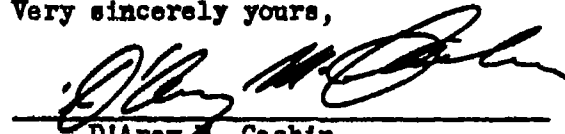
In the August 15th letter, the "Molden" referred to is taking a sub-lease on a small part of the Ayler land in the Center Creek Bottom

In the August 16th letter, you will note that Molden has already sold some ore from an operation and has deposited the receipts to the credit of Brown & Root in the Webb City Bank Under the terms of the sub-lease contract, copy of which you have in your files, the bank is to make the distribution of funds subject to our order Therefore, I have prepared and am enclosing, herewith, a copy of the authorization to the bank to distribute the funds You will note that I have given the bank authority to distribute until further notice I am trying to protect Brown & Root in case this method of handling the funds is not satisfactory to you.

In the August 16th letter, you will note Carl recommends that we purchase the mill located in the Center Creek Bottom on 4th Street in Webb City You have been through this mill and probably remember it If the mill is in good condition, it is worth the price asked It can be used to handle the ore to be produced from the subleases we are now making. However, it would be necessary to have it supervised by some one in Joplin, probably Carl Plumb I would appreciate your reaction to this matter.

A copy of my answer to Carl Plumb's letters of August 19th and 21st is enclosed.

Very sincerely yours,

  
D'Arcy M. Cashin

BR000200202

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

August 26, 1949

Webb City Bank  
Webb City, Missouri

Gentlemen:

As you know, Brown & Root, Lessors, have executed a mining Sublease to Ray V. Holden, Lessee, on the Northwest quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 21, Twp 28 North, Range 32 West, Jasper County, Missouri containing Ten Acres, more or less.

This Lease reads: "Lessee agrees to pay unto lessor a royalty of ten percent (10%) of all moneys received for the lead and zinc concentrate produced and sold from said lands, and the same shall be paid in the following manner to-wit: All checks, drafts, cash and other credits received in payment of concentrates sold from said lands shall be made payable to lessor and delivered to the Webb City Bank of Webb City, Missouri, which said bank, upon receipt thereof, and collection duly made thereon, shall return to lessee ninety percent (90%) thereof and shall deposit the remaining ten percent (10%) thereof to the credit of lessor. Said checks, drafts and other credits shall be accompanied by a copy of the settlement sheet received on each sale and shall be delivered to said bank for the lessor. Like royalty shall also be paid on all premium money received from any Government Agency to such extent as may not be prohibited by law or valid ruling, and lessee, promptly upon receipt of such premium money, shall pay said royalty to lessor by depositing the same in said bank for the credit of lessor "Lead and Zinc concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated including, in addition to lead and zinc, any and all metals or elements contained in such concentrates, whether or not such metals elements by presently known or by future discovered methods of recovery, are valuable.

Said bank, or such other banks as lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of lessor to accept all rentals and royalties during the life of this lease regardless of changes of ownership of said land or said rentals or royalties."

It is my understanding that Ray V Holden is now carrying mining operations on the above described lease and as a result has produced certain lead ore and has sold same. It is my understanding that Ray V Holden in accordance with the terms of the contract has deposited with the Webb City Bank the receipts obtained from such sale

BR000200203

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Page 2-

C  
O  
P  
Y  
  
You are hereby authorized by the undersigned to accept this check from Ray V. Holden and deposit 90% of the proceeds of same to the account of Ray V. Holden, deposit 5% of the receipts to the account of Addie M. Kusterer and deposit 5% of the proceeds to the account of Brown & Root, Inc. D. M. Cashin, Agent.


This is to advise that you may until further notice to the contrary, deposit any future checks for receipts from sales of ores produced by Ray V. Holden under his Sublease on lands described above to the following accounts:

Ray V. Holden 90% of proceeds from check.  
Addie M. Kusterer 5%  
Brown & Root, Inc. D.M.Cashin, Agent 5% of check.

I am mailing a copy of this letter to Mr. Carl Plumb of Joplin, Missouri, who is Consulting Mining Engineer for Brown & Root, Inc. I am sure Mr Plumb will be glad to assist you in construing Ray V. Holden's Mining Sub-lease Contract receipts derived from sales of ores produced from the above described Mining Sub-lease by Ray V Holden.

Very sincerely yours,

BROWN & ROOT, INC.

By   
D. M. Cashin, Agent

BR000200204

7  
Aug  
March 26, 1949

Mr. C. E. Plumb  
522 Sergeant Street  
Joplin, Missouri

Dear Carl:

In answer to your recent letters, I wish to advise as follows:  
I received the two copies of "The Report On Ore Reserves In The Tri-State Area" by Otto Ruhl and wish to thank both you and Otto for sending them to me. I have already mailed one copy to Mr. Brown. Since George is a mining geologist, I am sure he will enjoy reading it.

In compliance with your request, I have written the Webb City Bank to release 90% of the receipts from the sale of the Addie M. Kusterer ores to Ray V. Kolden, 5% to Addie M. Kusterer and 5% to be deposited to the account of Brown & Root, Inc. A copy of my letter to the bank is herewith enclosed.

As to the purchase of the 4th Street Mill, it might be a good purchase if the mill is in good condition and if it could be kept running on commercial ore. As you know, to make it interesting, it would be necessary to amortize this investment in two years. We would also have to employ a competent mill man to operate it. Please give me your thoughts on this angle.

As to your conferences with both Paul Childress and George Potter, we would be glad to consider a definite proposition from either, or both, of these gentlemen when at any time they care to submit one. However, we cannot submit a proposition to them until we know what they plan on doing. I believe that I can say that Brown & Root would not be interested in just turning these properties over to either of them just to hold. If consideration is given to taking them over, we must have action.

If you will remember, the last time I was in Joplin, Paul Childress telephoned me from Tulsa and asked for a conference. After talking to him, he promised to submit a definite proposition within a short time. I have not heard from him since.

If you can develop anything definite with either, or both, of these gentlemen, please advise me and I will come to Joplin. Then if the proposition appears to be worthwhile, I will submit it to the Brown Brothers.

Again thanking you and Otto Ruhl for the reports, I am,

Very sincerely yours,

D'Arcy M. Cashin

BR000200205

C H PLUMB  
CONSULTING MINING ENGINEER  
522 N SERGEANT AVENUE  
JOPLIN MISSOURI  
Aug. 15th. 1949

Mr. D'Arcy M. Cashin,  
2018 Nat. Standard Bldg.  
Houston, Texas.

Dear Mr. Cashin,-

I am sending you enclosed my receipted statement for the month of July. I am also enclosing clippings from the local paper in regard to mining. You will note that lead is now \$191.11 and that the E.P.Co. has set the price of zinc at their mill at \$59.50.

I am sending you under separate cover two copies of the Report on Ore Reserves of the Tri-State Dist. by Otto Ruhl, I thought you would like one copy for the Browns. It is a very fine report and is practically all the work of Otto.

I also received the copy of sublease for Holden and will deliver to him.

With best regards,

*CH Plumb*

BR000200206

C H PLUMB  
CONSULTING MINING ENGINEER  
522 N SERGEANT AVENUE  
JOPLIN MISSOURI  
Aug. 16th.1949

Mr. D'Arcy M. Cashin,  
2018 Nat. Standard Bldg.  
Houston, Texas.

Dear Mr. Cashin,-

I am sending you enclosed progress report on the Sub-Leases in the Webb City and Turkey Cr. Areas. I am hopeful that the Lehigh operation will develop some good ore.

Holden on the Kusterer land wants to make a sm all turn-in this week end and there comes up the matter of the ore settlements. The checks will be made out to Brown & Root for the ore and given to the Webb City Bank who will deposit the royalty to Brown & Root and the land owner, each as instructed by me. The ore check will have to be indorsed however and I notice that the lease states that the Bank can be made the Agent of Brown & Root to accept Royalties the same as they do the rentals. Will you please write the Bank giving them the necessary authority to so indorse the ore checks and make the distribution as instructed by me. I will give the instructions for each sub-lease giving the name of the lessee and the landowner. Please do this at once as a sale will be made this week.

Mr. J.V.Reynolds has just told me that the mill in Webb City on 4th. St., south of Webb City, is to be sold and a price of \$10,000 has been made and there is reason to believe it will be sold in the next two weeks, torn down and moved away.

This mill should not be torn down and moved away as it is the only mill in that district and if the Jack Bin or any other property gets to producing ore would be invaluable.

Brown and Root should own it. That would necessitate insuring the mill and maintaining a watchman at the property. If the Lehigh mine, the old pit, should start up the dirt could be milled there also.

Reynolds states that the mill is in good condition, jigs o.k. and flot plant.

Yours very truly,

*C H Plumb*

BR000200207

# REPORT ON SUB-LEASES

Aug. 16th. 1949

ORE PRICES	Zinc	Lead
Aug. 1st.	\$57.60	\$183.91
Aug. 15th.	\$57.00	\$191.11
E.P.Co.	\$59.50	

Playter & Wright	Lehigh	Have completed deal and cribbed shaft on our land and will soon be pumping.
Black & Newby	Owen land Turkey Cr.	No more work.
Harold Fenix	Fenix land, Turkey Cr.	Drilled two blank holes and discontinued work. Do not know yet if he will do further work.
McCance & Wheeler	Connor land, 10-O'Clock	Have struck fair lead from 25-60' and have drilled 6 holes and are still drilling.
Midwest Properties	Wallower land.	May start drilling soon. Am going out with Reynolds to see about getting in tomorrow.
Tom Scott	Connor land	Has gone into old drifts and cleaned them out but has not yet found the one with ore. Still working.
Payne & Arterburn	Vann land, Turkey Cr.	Have not started drilling. Payne supposed to go in with Arterburn on drilling but has not shown up. Arterburn may get another partner. Has been sick.
Ray V. Holden	Aylor land, Troup mine.	Sunk shaft about 30 ft. and got into broken ground, Got out a small amount of lead. Will sink another shaft.
L.G. Merker	Aylor land.	Has not yet started work as water still too high.

BH Plumb

BR000200208



**C H PLUMB**  
CONSULTING MINING ENGINEER  
522 N BERGRANT AVENUE  
JOPLIN MISSOURI

Aug. 19th.1949

Mr. D'Arcy M. Cashin,  
2018 Nat. Standard Bldg.  
Houston, Texas.

Dear Mr. Cashin,-

I have found out some things lately that I want to tell you in confidence. I had a talk with Dan Stewart, Geologist with the American Co. and he told me that possibly something might be doing on what I told you Howard Young was thinking about-opening up the Oronogo Circle and the North end of the Webb City field and sooner than he had thought. Then I was informed that George Potter had purchased the Jasper mill of the Kansas Expl. Co.(he told me he would buy it if possible) and also that he had purchased the mill of the Kansas Expl. about a mile north of the Oronogo Circle. This information was given to me as definite. This is a large fine mill and could be used for the milling of the sheet ground ore from the north field. Taking these two things together it might make a complete picture. If they open the Oronogo Circle they would partly drain the north end of our leases and make mining there more possible, and they might want part of our ground. I was informed that the American Co. had forfeited the leases of the Eagle Picher Co. and Waring and Fenix but had not forfeited that of Paul Childress.

I also recently had a talk with Paul Childress in regard to the idea of taking a part of our leases and opening up the North end together with his property. I told him I was talking only on my own part and that I did not know what you and the Browns had in mind or wanted to do. I told Childress my idea was to take over some of our leases on a royalty basis only.

Personally I think, in view of the fact that our leases have only about 4 years to run, also the condition of the market and its future, that you all could afford to make some concessions to get the ground worked and that you might also get Harry Easley to make them with you. I figure that half a loaf is better than no loaf at all. Any company that mines the North end will have to do some flood protection work and do a lot of pumping as well.

If we had that mill on 4th. St. we could mine the Jack Bin ourselves.

If and when we buy in the Smith tract at Lehigh I thing we should drill that out and block out the remaining ore and we could either mine or lease.

We are on the tail end of our leases and it looks as if the market will not go above \$75 on zinc and we should cash in all we can and make a small profit rather than no profit at all. Or maybe the heat is getting me.

Childress told me he would think about the idea I gave him and let me know his reaction.

With best regards,

*CH Plumb*

BR000200209

C H PLUMB  
CONSULTING MINING ENGINEER  
522 N SERGEANT AVENUE  
JOPLIN MISSOURI  
Aug. 21st. 1949

Mr. D'Arcy M. Cashin,  
2018 Nat. Standard Bldg.  
Houston, Texas.

Dear Mr. Cashin,-

I am sending you enclosed clippings from the daily paper in regard to ore prices. Lead is now \$192.91.

Yesterday I went out to see George Potter and had a talk with him in regard to drilling out the Fenix land in which he has been interested for some time. I have got him thinking about it with the idea that it may make a shallow strip pit proposition.

I took the occasion to find out that he has purchased the Jasper mill and also the Snapp mill of the Kansas Expl. Co. and plans on going into the Oronogo Circle probably with Gib Fenix and possibly The American Co. He told me he was interested in the field south to Center Creek so I do not believe that Paul Childress contemplates going in with him tho they have been in things together. They will utilize the Snapp mill to concentrate their ore on. They will have to pump out the Circle and this would aid Paul Childress if he should decide to open up his ground and take some of ours. Both operations would lower the water some for quite a ways south.

I told Potter the 4th St. mill was for sale and he said that Brown & Root should definitely have that so that they would have some place to mill the shallow/~~that~~ <sup>ore</sup> might be mined.

I found out that Wheeler & McCance are now considering sinking a shaft on their lead strike on the 10-0'Clock and hope that this will give us some sizable production.

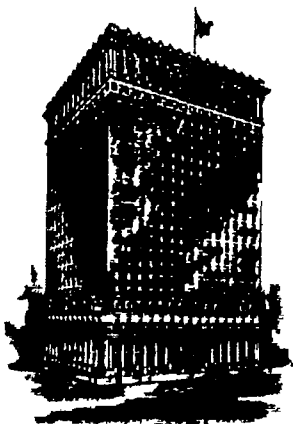
Holden made a turn-in of lead Saturday and as the Webb City Bank had not yet received your authorization to sign ore checks Holden came to me and I gave him a check for his 90 % and am holding the ore check until the Bank can endorse it and deposit Brown & Root's share in your account.

With best regards,

*C H Plumb*

BR000200210





**The MAYO**



8 U DRED ROOMS EACH WT 8

TULSA 1 OKLAHOMA

April 15, 1949

Mr D'Arcy Cashin  
Mr Herman Brown  
Mr. George Brown  
Houston, Texas

My dear D'Arcy:

After I left you at the Airport in Tulsa, I thought I should tell you how I feel about not breaking off our present negotiations with Mr Isern, President - Eagle - Picher Mining & Smelting Company

The several reasons for my position is 1. Your holdings must be mined at the rate of 5000 T P D. for maximum profit and E.P. have 5000 tons of idle capacity at the Central mill and thus also the capital cost of such a unit is eliminated

2. From the records the mining and milling technique of E.P. is far beyond any other group in efficiency.

3 E P are leadoff people in the Washington picture so far as legislation is concerned - and with the severe drops in lead and zinc metal prices, I feel certain that they must make every effort for relief through some type of government assistance.

4 It is clear that a smelting group should be joined rather than a mining group and E.P of course have the smelting facilities for both lead and zinc.

In the matter of ore estimates you should thrash out with Mr. Isern the question of attempting to synchronize the estimates.

The other estimates which we talked about when we all met at Houston can be left as they are for the moment.

With kind regards, I am,

Believe me,

Sincerely

BR000200212

THE EAGLE Picher MINING & SMELTING COMPANY  
ELMER ISERN  
P O BOX 17  
MIAMI OKLAHOMA

*Heard*

March 28, 1949.

Mr. D'Arcy Cashin,  
2018 Standard National Bank Bldg.,  
Houston, Texas.

Mr. Herman Brown,  
Mr. George Brown,  
Brown & Root, Inc.,  
Houston, Texas.

Gentlemen:

Mr. Rakowsky was in today and we discussed at length the Webb City area venture in light of today's conditions and my visits with the War Munitions Board and the Bureau of Federal Supply.

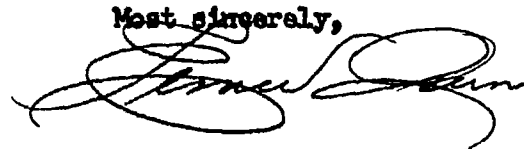
We have completed our mining and geological estimates with respect to this area and I have received Mr. White's report on the drainage problem. Our idea was to meet again when these reports were available, but due to the fact that the War Munitions Board will not agree to purchase metal at today's prices for a period of five years, and due to considerable nervousness in the non-ferrous markets, which may result in a slide instead of a dip, I believe it is wise for us to hold any decision for the re-opening of the Webb City area until either the market conditions are clarified or until the government offers a subsidy for the production from marginal deposits.

There are several subsidy bills in the house now, on which there have been a number of public hearings held. My impression, however, is that there is little likelihood of these bills being enacted this year, but with the softening of the metal markets, more operators will be demanding government assistance. So, the policy of "wait and see" seems to be in order.

I shall keep closely in touch with the Washington situation and if anything favorable develops, I shall contact you.

With kindest personal regards,

Most sincerely,



EL:IJ

CC: Mr. Victor Rakowsky.

BR000200213

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

March 7, 1949

C  
Mr. Elmer Isern  
The Eagle-Picher Mining & Smelting Company  
First National Bank Building  
Miami, Oklahoma

Dear Mr Isern:

O  
As you know, Mr. Ross White, Vice President of Brown & Root, Inc., was in Joplin and Miami making a reconnaissance of the Webb City area from a flood protection standpoint. It is my understanding he also had a conference with Mr. Sam Clark, your chief engineer.

Enclosed please find a copy of Mr. White's recommendation to Brown & Root, together with his letter of transmittal to me.

P  
I was under the impression that you were going to leave Miami for Washington sometime the fore part of March. If you care to have me come to Joplin for a conference prior to your going to Washington, I shall be glad to do so.

Y  
I discussed Mr. White's recommendation with George Brown Saturday. George is just up from a five weeks siege in the hospital where he underwent an operation. He seems to be getting along very well now. He suggested that, if, in your judgement, I could be helpful to you in submitting this data, that you state a time you would like to have me meet you in Washington and I will be glad to do so.

I shall appreciate hearing from you at your earliest convenience.

Very truly yours,

DMC:fn  
Encls.

D'Arcy M. Cashin

BR000200214

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

March 7, 1949

C  
Mr. C. H. Plumb  
522 North Sergeant  
Joplin, Missouri

Dear Carl:

Prior to receiving your letter of March 4, I had a telephone conversation with Mr. Ross White and he told me of the conclusion that you, he and Sam Clark made reference the flood production in the Webb City Area.

O  
Mr. White had many nice things to say about you and Sam Clark. I want to thank you for taking him over the area and giving him the benefit of your experience there. Mr. White sent me copies of his recommendation. I see that he forgot to sign them but that possibly won't make any difference. I am enclosing a copy for your files together with a copy of his letter of transmittal. I am also sending copies of this recommendation to Mr. Elmer Isern of the Eagle Picher.

P  
If Mr. Isern believes it would be desirable I will come to Joplin and go over the entire matter with him prior to his leaving for Washington to discuss it with the Government. Or, I could accompany him to Washington, or meet him there, whichever he preferred.

Y  
I note from a letter Russell Rakowsky sent me that Vic is going to be in San Diego until the 10th of March. He will then go to New York City and return to Joplin around the 21st of March. It may be that Vic will come through Joplin in which event I would suggest that you get in contact with him and have him discuss Mr. White's recommendation with Mr. Isern and ask him to give me Mr. Isern's reaction.

Very truly yours,

DMC:fn

D'Arcy M. Cashin

BR000200215

D'ARCY M CASHIN  
2018 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

March 7, 1949

C  
O  
P  
Y  
  
Mr. C. H. Plumb  
522 North Sergeant  
Joplin, Missouri

Dear Carl:

In answer to your letter of February 9 which had reference to Mr. Clarence Playter's tentative proposition for a sublease on a portion of the Landreth land in the Lehigh Area, I will state as follows:

In the first place, I have met Mr. Playter while in Joplin and he struck me as being a very responsible man. I discussed the matter with George Brown Saturday and he instructed me to enter into negotiations with Mr. Playter regarding this. Therefore, I would suggest that you make a point of contacting Mr. Playter, have him definitely state what part of the Landreth lease he wishes to secure, and what overriding royalty he is willing to pay Brown & Root, Inc. You might outline the area that he desires on a sketch map and send it to me.

I would like to receive your information as soon as possible as I may come to Joplin in the next two weeks. At that time, I would like to have a personal conversation with Mr. Playter and we could decide definitely as to whether or not we could make a trade.

As you probably know, you sold me on the idea that Lehigh Area was an ideal stripping area and I still have that belief. Therefore I do not want to have his operations interfere with the possibility of starting surface mining in this area. That is to say, unless Mr. Playter desires to do this work himself and is willing and able to mine it properly. Naturally, Brown & Root would expect to be reasonably compensated in the way of an overriding royalty.

Let me hear from you with reference to the above at your earliest convenience.

Very truly yours,

DNC:fn

D'Arcy M. Cashin

BR000200216



# ROUTING SLIP

Date \_\_\_\_\_ 194 \_\_\_\_\_

TO	FROM	TO	FROM
Herman Brown		J Grady Gray	
George R Brown		G Hinman	
W A Woolsey		C D Jessup, Jr	
L T Bolln		M I Kearns	
M P Anderson		T K. Montgomery	
V A Brill		S E McCullough	
Carl Burkhardt, Jr		Howard Payne	
A M Cannan		W M Powell	
K J Christoph		Chas A Rawson	
M A Clifton		C J Rolfe	
F L Dahlstrom		M H Roths	
W E Dickerson		Gordon Thomson	
A R Duke		T L Walker	
J T Duke		Ross White	✓
L H Durst		Miss Elliott	✓
Herbert J Frensley			

- ☐ For you to handle
- ☐ Investigate and report to me
- ☐ For your approval
- ☐ For your information, please return
- ☐ Take up with
- ☒ Read and file
- ☐ Sent me in error
- ☐ Returned as requested
- ☐ See me personally before replying
- ☐ Advise what to do
- ☐ Make corrections
- ☐ Confidential

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BR000200216 - A

OFFICE MEMO  
BROWN & ROOT, INC

Brown & Root, Inc.

TO: Mr D'Arcy M Cashin  
FROM: Mr Ross White

DATE March 3, 1949

SUBJECT Control of Surface Waters in Joplin-Webb City mining area.

In accordance with instructions I visited the above area on Wednesday March 2nd I was met by Mr Carl Plumb and we spent most of the day in driving and walking over the area involved. We had the map and data prepared by the Stewart Engineering Company in 1943 as a guide and of course Mr. Plumb has spent his whole working life as an engineer in this area.

The problem remains the same as it was in 1943, that is, to keep surface waters either of normal flow or flood flow from reaching the underground workings through numerous old abandoned shafts and through a few cave-ins where the old surface has collapsed into the abandoned workings below ground.

After observation in the field and study of the Stewart 1943 proposal, it appeared to me that the Stewart proposal had confused what might be called ordinary flood control operations with the specific need of the mining operations. By far the greater part of the estimate made by Stewart was for the construction of a high capacity channel while only a limited amount of the proposed expenditure was for protection of definite shafts

It appeared to me that we were not interested in flood control in general but only with the specific protection of our proposed mining operations. Even if the high capacity channel were built it would still be necessary to protect the majority of the old shafts and as experience has shown a leveed flood channel is far from being 100% protection against the overflow of flood waters. I therefore proposed to Mr Plumb that we protect the shafts and cave-in areas only, letting flood waters go where they would over the surface. He could see no objection to this so we worked up an estimate of what plugging the old shafts would cost.

The Eagle-Pilcher people had expressed a desire to see me when I was on the site so we called Mr. Sim Clark, General Superintendent of Eagle-Pilcher. He came over and spent several hours with us Wednesday evening. He was much pleased with the proposed method because he and other Eagle-Pilcher people had been worried over the dependability of a levee along the channel. He stated that Eagle-Pilcher have plugged many abandoned shafts in their mining field near Miami, Oklahoma, and on the basis of doing one only at widely separated times their costs were about \$500.00 per shaft. This was exactly the figure arrived at by Mr. Plumb and myself but Mr Clark stated that on the basis of doing fifty or so shafts in one continuous operation and by the use of ready mixed concrete which is available at Joplin, he felt sure a shaft could be safely and permanently plugged for about \$400.00

Part of the Stewart 1943 report included maps showing the exact high water line of the record flood caused by 15 inches of rainfall in three days in 1943. These maps also show most, if not all, abandoned shafts. A count of the shafts below the high water

BR000200217

OFFICE MEMO  
BROWN & ROOT, INC.

Brown & Root, Inc.  
TO: Mr. D'Arcy M. Caskin

DATE March 3, 1949

FROM Mr. Ross White

SUBJECT: Control of Surface Waters in Joplin-Webb City mining area.

Page -2-

line shows fifty-two (52) shafts to be plugged. Even if there should be a 50% increase by a more careful search, the cost at \$400.00 each would be only about \$30,000.00. A certain amount of channel rectification and levee work will also be necessary around the caved in areas for which another \$30,000.00 should be provided.

On the basis of data and information available, it therefore seems probable that the cost of protecting the surface area from surface waters will probably not exceed \$60,000.00. Due to some scantiness in the available information I would think it wise to set up a budget of about \$100,000.00 for this work.

It will be very easy to keep normal low water flow out of the mine. Un-watering of the mine can therefore start as soon as obvious danger points are corrected with no danger of reflooding except on the occurrence of a major flood. As soon as the water is lowered sufficiently so that an inspection of the underground workings can be made from boats or otherwise, any shafts undiscovered from the surface can readily be found from the mines below and proper corrective measures taken.

*Ross White*  
Ross White

RW/rs

BR000200218

*Handwritten: 11/2 2000*  
Brown & Root, Inc.

Mr. D'Arcy M. Gashin

March 3, 1949

Mr. Ross White

Control of Surface Waters in Joplin-Webb City mining area.

In accordance with instructions I visited the above area on Wednesday March 2nd. I was met by Mr. Carl Plumb and we spent most of the day in driving and walking over the area involved. We had the map and data prepared by the Stewart Engineering Company in 1943 as a guide and of course Mr. Plumb has spent his whole working life as an engineer in this area.

The problem remains the same as it was in 1943, that is, to keep surface waters either of normal flow or flood flow from reaching the underground workings through numerous old abandoned shafts and through a few cave-ins where the old surface has collapsed into the abandoned workings below ground.

After observation in the field and study of the Stewart 1943 proposal, it appeared to me that the Stewart proposal had confused what might be called ordinary flood control operations with the specific need of the mining operations. By far the greater part of the estimate made by Stewart was for the construction of a high capacity channel while only a limited amount of the proposed expenditure was for protection of definite shafts.

It appeared to me that we were not interested in flood control in general but only with the specific protection of our proposed mining operations. Even if the high capacity channel were built it would still be necessary to protect the majority of the old shafts and as experience has shown a leveed flood channel is far from being 100% protection against the overflow of flood waters. I therefore proposed to Mr. Plumb that we protect the shafts and cave-in areas only, letting flood waters go where they would over the surface. He could see no objection to this so we worked up an estimate of what plugging the old shafts would cost.

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Part of the Stewart 1943 report included maps showing the exact high water line of the record flood caused by 15 inches of rainfall in three days in 1943. These maps also show most, if not all, abandoned shafts. A copy of the shafts below the high water

BR000200219

Brown & Root, Inc.  
Mr. D'Arcy M. Gashin  
Mr. Ross White

March 3, 1949

Control of Surface Waters in Joplin-Webb City mining area.

Page -2-

line shows fifty-two (52) shafts to be plugged. Even if there should be a 50% increase by a more careful search, the cost at \$400.00 each would be only about \$30,000.00. A certain amount of channel rectification and levee work will also be necessary around the saved in areas for which another \$30,000.00 should be provided.

On the basis of data and information available, it therefore seems probable that the cost of protecting the surface area from surface waters will probably not exceed \$40,000.00. Due to some scantiness in the available information I would think it wise to set up a budget of about \$100,000.00 for this work.

It will be very easy to keep normal low water flow out of the mine. Un-watering of the mine can therefore start as soon as obvious danger points are corrected with no danger of reflooding except on the occurrence of a major flood. As soon as the water is lowered sufficiently so that an inspection of the underground workings can be made from boats or otherwise, any shafts undiscovered from the surface can readily be found from the mines below and proper corrective measures taken.

  
\_\_\_\_\_  
Ross White

RW/re

BR000200220

C H PLUMB  
522 N Sergeant Avenue  
Joplin, Missouri

February 9, 1949

Mr D'Arcy M Cashin,  
2018 Nat Standard Bldg  
Houston, Texas

Dear Mr Cashin:-

I am sending you enclosed a clipping from this mornings paper in regard to the meeting of the Zinc Ore Prod Assoc yesterday in which you are interested

In regard to subleasing lands of ours outside the Webb City Area- you will remember I asked you if you would sublease these lands or rather if you were going to not include these in any possible deal of the Webb City Area and you told me you were not going to include them in with the Webb City Area and would consider leasing them

Mr Clarence Playter, whom you will remember as having given us drill records and information several times and who is a most responsible mine operator, has asked me if he can lease a part of the Landreth land we hold at Carl Jct next the Smith Estate

I would appreciate it if you will write me and let me know if you will give him such a lease

Mr Frank Fenix, from whom we are leasing a 20 acre tract, described as the N/2, NW/4 SW/4 Sec 29-28-33, would like the release of this tract as he wishes to drill it out himself

I suggested to him that you give him the right to drill it out himself and if he strikes anything we will release it to him If he does not strike any ore, the lease will still be ours He said that was o k and that if you will write such a letter to him thru me it will be fine This tract is in the Turkey Cr Area, called Newby land

Your letter of the 7th regarding the Webb City Lehigh and Smith leases has just arrived as I am writing this and I will look after them right away In this letter you ask if you think we should sublease any of these lands and I think very definitely that we should sublease wherever we can and if not and the owners want the land back to release it to them I met Mrs Van Hatten here recently on her way to Washington to see her son who wrote you She has no chance to sublease her land and I thought I had convinced her that if any operation was started there it would be along with the other lands we hold and her best bet was to stay with us

Frank Fenix is the father of Harold Fenix and is a mine operator and responsible Harold Fenix also is leasing to us, and I suppose I will find out soon what he wants

BR000200221

At the present time if you have decided to sublease, I would let Mr Playter have a lease and would give permission to Frank Fenix to drill under the understanding stated above and write me a letter to that effect I have others that also want leases of whom I will write you later if worthwhile

Have not heard as yet from the E P Co but expect to soon Vic phoned me yesterday that he was leaving for Calif today and that Chandler and Sim Clark would most likely be in Wisconsin when White arrives here and that Bob Stroup would be the engineer to deal with most likely I know him well

Yours very truly,

C H Plumb /s/

C O P Y

BR000200222